

**IN THE MATTER OF
REQUEST FOR REVIEW
BY AUGUSTA COUNTY SCHOOL BOARD
OF DECISION OF
UNIVERSAL SERVICE ADMINISTRATOR
and REQUEST FOR WAIVER OF FCC DEADLINE**

CC Docket No. 02-6

**Decision being Appealed: Universal Service Administrative Company
Schools & Libraries Division
Decision on Appeal, dated October 18, 2005**

Funding Year: 2005-2006

Billed Entity Name: Augusta County School Board

Billed Entity Number: 126479

Augusta County School Board's Interest in the Matter

Augusta County School Board ("School Board"), the public school division serving Augusta County, Virginia, is eligible for discounts for telecommunications services, internet access, internal communications and basic maintenance available under the Universal Service Fund "E-rate" program. The Schools and Libraries Division ("SLD") of the Universal Services Administrative Company ("USAC") denied the School Board's funding request for funding year 2005-2006 and denied the School Board's appeal. The School Board seeks review of the SLD's denial of funding and of the SLD's denial of the School Board's appeal, or in the alternative, waiver of the Commission's rules with respect to filing or amending its funding request.

Statement of Facts

On November 26, 2002, the School Board posted a Form 470 to open the competitive bidding process for internet access to serve the twenty schools in its division. A copy of the Form 470 submitted by the School Board and the SLD's Receipt Notification Letter are attached hereto as Exhibit A. The Form 470 posted by the School Board explicitly sought five (5) year contracts for internet connections and access to be billed on a monthly basis. See Exhibit A, Block 2, Item 7. The SLD assigned Application Number 542580000435951 to the School Board's Form 470. The School Board executed contracts with Verizon and NTELOS for internet services, under which contracts the School Board has been receiving services since 2003.

The NTELOS Contract

By contract executed January 31, 2003, Augusta County School Board procured internet services for certain school locations from NTELOS (the "NTELOS Contract").

A copy of the NTELOS Contract is attached hereto as Exhibit B. The term of the NTELOS Contract is five years, with the contract set to expire in January 2008.

The Verizon Contract

By contract executed February 21, 2003, the School Board procured internet services for certain school locations from Verizon (the "Verizon Contract"). A copy of the Verizon Contract is attached hereto as Exhibit C. The term of the Verizon Contract is four (4) years, with the contract set to expire in February 2007.

Funding Year 2003-2004

In March 2003, the School Board submitted a funding request for funding year 7/1/2003 through 6/30/2004 based upon payments made under the Verizon Contract during the initial year of the contract. In June 2003, the SLD approved a discount of \$146,541.34, or 62 percent of the pre-discount amount paid by the School Board to Verizon in the 2003-2004 funding year. A copy of the Funding Commitment Letter, dated June 9, 2003, is attached hereto as Exhibit D.

Funding Year 2004-2005

In February 2004, the School Board submitted a funding request for funding year 7/1/2004 through 6/30/2005. Believing it needed to file a Form 470 as part of the funding process, the School Board filed a Form 470, which was assigned Application Number 174720000472159 by the SLD. The School Board's funding request was based upon payments made under the 2003 contracts with Verizon and NTELOS, but referred to Form 470 Number 174720000472159, which was not, in fact, the establishing Form 470 for those contracts.

In June 2004, the SLD approved and funded a discount of \$123,307.64, or 59 percent of the pre-discount amounts paid by the School Board to Verizon and NTELOS in the 2004-2005 funding year. A copy of the Funding Commitment letter, dated June 8, 2004, is attached hereto as Exhibit E. The SLD did not acknowledge or correct the School Board's erroneous Form 470 reference in its 2004-2005 funding request until July 14, 2005, two days after the School Board filed its appeal of the SLD's funding year 2005-2006 decision.

Funding Year 2005-2006

In March 2005, the School Board submitted a funding request for funding year 7/1/2005 through 6/30/2006. A copy of the School Board's funding request is attached hereto as Exhibit F. As it had in prior years, the School Board posted a Form 470 in November 2004, which Form 470 was assigned Application Number 144940000510591. The School Board did not seek or execute new contracts pursuant to the Form 470 posted in November 2004.

The funding request expressly sought discounts on amounts paid by the School Board pursuant to the Verizon and NTELOS Contracts. See Exhibit F. On April 12, 2005, a representative of the SLD sent by electronic mail a letter to the School Board requesting itemized vendor documents, copies of the full executed contracts, verification

that the Form 470 referred to in the School Board's funding request is the "establishing Form 470" for the contracts under which the School Board seeks discount awards, certification that the services will be delivered only to eligible users, and the School Board's FCC Registration Number. A copy of the SLD's letter dated April 12, 2005, is attached hereto as Exhibit G.

The School Board responded to the SLD's request for additional documentation, certification and verification by a series of emails and phone calls. The School Board informed the SLD by email that the contracts under which the School Board sought funding were multi-year contracts executed in early 2003. Copies of the School Board's responses are attached hereto as Exhibit H. On May 18, 2005, the SLD sent by electronic mail another letter identical in all respects to the April 12, 2005, letter. A copy of the May 18, 2005, letter is attached hereto as Exhibit I. When the School Board inquired as to what the SLD specifically needed that had not been provided in response to the April 12, 2005 request, the SLD requested only copies of the signature pages of the contracts. Copies of emails dated May 20, 2005, between Paul Missman of the School Board and Jesse Johnson of the SLD, in which the School Board attempted to clarify what the SLD needed in response to the SLD's May 18, 2005 request, are attached hereto as Exhibit J. After providing copies of the signature pages of the contracts, the School Board believed it had provided all necessary documentation, certification and verification requested by the SLD. Copies of the School Board's facsimiles to Jesse Johnson of the SLD, in which the School Board provided the requested contract pages and again informed the SLD that its contracts were multi-year contracts, are attached hereto as Exhibit K.

On July 7, 2005, the SLD denied the funding request of \$171,644.98, or 60 percent of the pre-discount amounts paid by the School Board to Verizon and NTELOS in the 2005-2006 funding year. A copy of the SLD's letter denying funding is attached hereto as Exhibit L. The SLD's denial alleges that the School Board entered the contracts under which it was seeking funding prior to the allowable contract date of Form 470 Number 144940000510591 posted in November 2004.

On July 12, 2005, the School Board filed with the SLD an appeal of the SLD's denial of funding. A copy of the School Board's appeal is attached hereto as Exhibit M. The School Board's appeal again informed the SLD that the School Board's funding requests were based upon multi-year contracts executed in early 2003.

On July 14, 2005, a representative of the SLD requested from the School Board verification of the establishing Form 470 for the discounts awarded for funding year 2004-2005. Presumably in response to the School Board's appeal letter, the SLD recognized that the School Board's funding requests were based upon multi-year contracts executed in a prior year and that the Form 470 referenced in the School Board's funding requests was inaccurate. In response to the SLD's request, the School Board informed the SLD that the establishing Form 470 Number for the Verizon and NTELOS contracts was 542580000435951. The correct establishing Form 470 Number was provided by email to Ed Hosler of the SLD on July 19, 2005, and to Judi Reilly of the SLD on September 23, 2005. Copies of the electronic messages in which the SLD

requested and the School Board provided the establishing Form 470 number for the contracts are attached hereto as Exhibit N.

On October 18, 2005, notwithstanding the July and September exchanges between the School Board and the SLD regarding the establishing Form 470 number, the SLD denied the School Board's appeal. A copy of the SLD's decision on appeal is attached hereto as Exhibit O.

The establishing Form 470 for the funding request submitted in March 2005 for funding year 2005-2006 is 542580000435951. See Exhibit A. Although inaccurately reflected on the initial funding request for funding year 2005-2006, the correct establishing Form 470 number for the contracts under which the School Board seeks funding was provided to representatives of the SLD on two occasions. See Exhibit N.

Questions Presented

1. Whether the SLD erroneously denied the School Board's funding request based upon the SLD's failure to recognize and consider the correct establishing Form 470 Application Number for the School Board's multi-year contracts, which number was provided to the SLD by the School Board on two occasions.
2. Whether the circumstances justify waiver of the Commission's Form 471 deadlines for filing and/or amending the School Board Form 471 for funding year 2005-2006 so that the School Board's funding request reflects the accurate establishing Form 470 Number.

Argument

The Commission should overturn the SLD's denial of funding and remand the matter to the SLD for recognition of and consideration of the proper establishing Form 470 Number. In the alternative, the Commission should waive its deadlines for filing or amending the School Board's Form 471 for funding year 2005-2006.

- I. The School Board did not violate the Commission's competitive bidding requirements because the School Board entered the multi-year contracts under which it seeks funding in 2003, after the establishing Form 470 had been posted for more than twenty-eight days.**

An eligible school must seek competitive bids for services eligible for universal service support. 47 C.F.R. § 54.504(a) (2005). An eligible school seeks bids by posting a Form 470 in accordance with 47 C.F.R. § 54.504(b). Pursuant to 47 C.F.R. §54.511(c), an "existing contract" is exempt from competitive bidding requirements of 47 C.F.R. §§ 54.504 (a), (b)(3) and (b)(4) if the contract was signed on or before July 10, 1997, or signed after July 10, 1997 but before the Administrator's competitive bidding system is

operational. The regulations require an eligible entity to wait at least four (4) weeks after posting its Form 470 before entering a contract with selected provider(s). 47 C.F.R. § 54.504(b) (2005).

The School Board posted the establishing Form 470 on November 26, 2002. See Exhibit A. More than twenty-eight days later, on January 31, 2003 and February 21, 2003, the School Board executed multi-year contracts with NTELOS and Verizon, respectively. See Exhibits B and C. These contracts were properly executed after the Form 470 was posted with the SLD for the required period of time. The School Board successfully obtained funding in the first and second years of the contracts based upon the Forms 470 and 471 it posted during those years. See Exhibits D and E.

II. The School Board posted a superfluous Form 470 based upon certain representations by the SLD regarding an eligible entity's obligation to file a Form 470 to initiate the funding process each year.

The School Board followed an identical procedure each year. The School Board mistakenly posted additional Forms 470 in 2004 and 2005. The School Board did not execute contracts or obtain new services as a result of the superfluous Forms 470 posted in 2003 and 2004. As noted above, the funding requests posted for funding years 2004-2005 and 2005-2006 were based upon the 2003 contracts, which were timely executed after the establishing Form 470 was posted for more than 28 days.

The SLD awarded discounts in funding year 2004-2005 despite the School Board's superfluous Form 470. See Exhibit E. The SLD acknowledged and corrected this error with respect to funding year 2004-2005 in July 2005, after the SLD had denied funding based upon the same error in funding year 2005-2006 and after the School Board filed its appeal of the SLD's denial of funding. See Exhibit N.

The SLD's instruction for applicants regarding Forms 470 where the services are provided pursuant to multi-year contracts and billed on a monthly basis is ambiguous. The SLD's reference guide, "Tips for Completing your Form 470," available on the SLD's website, a copy of which is attached hereto as Exhibit P, instructs eligible entities to file a Form 470 annually for tariffed or month-to-month services. This document advises that "multi-year contracts require only one Form 470 to be filed when procurement begins." However, the document further provides that an eligible entity "must file a Form 470 each year for discounts on tariffed services, such as telecommunications services, and for discounts on services billed on a month-to-month basis, such as some internet services..."

The internet services provided to the School Board are billed on a monthly basis. See Exhibits B and C. The services are provided pursuant to multi-year contracts. The School Board mistakenly filed additional Forms 470 each year. The School Board asked the SLD to clarify its confusion regarding its obligation with respect to multi-year contracts. See Exhibits J and M. The School Board's requests for direction from the SLD went unanswered. The School Board repeatedly advised the SLD that the contracts

under which it seeks funding are multi-year contracts, entered in early 2003 and properly discounted in funding years 2003-2004 and 2004-2005. See Exhibits F, K and M. Thus, the SLD received sufficient information during the application and Program Integrity Assurance processes to realize that the School Board made an error or misunderstood its obligations. The SLD's own policy requires the grant of an appeal if the applicant points out its mistake and shows how the SLD could have reasonably ascertained the true nature of the erroneous information. The SLD made no attempt to clarify or resolve the School Board's confusion regarding its obligation to file Forms 470, despite the School Board's repeated inquiries and provision of information indicating that its funding requests were based upon multi-year contracts.

III. A waiver of the Commission's rules regarding the time period in which the School Board can file or amend its funding requests is justified in the present case.

Special circumstances in the present case warrant deviation from the general rules regarding an eligible entity's ability to file and/or amend its funding request. The School Board mistakenly filed unnecessary Forms 470 based upon certain representations by the SLD. The SLD's guidance documents provided to the public are ambiguous as to an eligible entity's obligation to file a Form 470 each year when the services are provided pursuant to a multi-year contract but billed on a monthly basis. See Exhibit P. The School Board's requests for clarification from the SLD with respect to the School Board's filings and funding requests based upon multi-year contracts went unanswered. The SLD was advised during the application and Program Integrity Assurance processes of information from which the SLD reasonably could have ascertained the School Board's mistake and the true nature of the information upon which the School Board's funding request was based.

A deviation from the Commission's rules with respect to the filing window and the window in which amendments to the Form 471 can be made better serves the public interest than strict adherence to the general rule. The School Board timely filed a Form 470 to open the competitive bidding for its internet services, and timely filed its funding requests each year. The School Board acted with due diligence and in good faith to comply with what it understood to be its obligations to establish its eligibility for discounts under its contracts for monthly internet services. The purposes of the universal services schools and libraries discounts are not served by strict adherence to technical requirements that are unclear and difficult to ascertain. The purposes of the universal service program and the public interest therein are better served by allowing the School Board to correct its error, which error was or should have been apparent to the SLD staff during the application and Program Integrity Assurance process.

Relief Sought

The School Board respectfully requests that the Commission overturn the SLD's denial of support for funding year 2005-2006 and require the SLD to consider the correct establishing Form 470 for the multi-year contracts entered in early 2003, which

establishing Form 470 number was provided to representatives of the SLD in July and September of 2005. In the alternative, the School Board requests that the Commission waive the funding year 2005-2006 Form 471 filing window and/or the window for amending its Form 471 so that the School Board's funding request accurately reflects the establishing Form 470 for the 2003 contracts under which the School Board seeks funding.

Contact Person: G. Rodney Young, II
Timberlake, Smith, Thomas & Moses
P.O. Box 108
Staunton, Virginia 24402-0108
(540) 885-1517
(540) 885-4537 (fax)
young@tstm.com
Counsel for Augusta County School Board

[SLD Home](#)[Site Map](#)[Search Site](#)[Contact SLD](#)

Select your school or library for

Billed Entity: 126479

If after careful review, your entity is not found, please contact the SLD
Client Service Bureau at 1-888-203-8100 for assistance.

	Entity Number	Name	Street Address
•	126479	AUGUSTA COUNTY SCHOOL DISTRICT	69 JAMES ANDERSON ROAD,

[<< Previous](#)[Next >>](#)

Questions about the SLD Program? Call our Client Service Bureau at (888) 203-8100.

For web site questions or comments please use the [Get Help!](#) form.

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EXHIBIT

A

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FCC Form 470

Universal Service Program Description of Services Requested and Certification Form

Approval by OMB
3060-0806

Estimated Average Burden Hours Per Response: 4.0 hours

This form is designed to help you describe the eligible telecommunications-related services you seek so that this data can be posted on the Fund Administrator Web Site and interested service providers can identify you as a potential customer and compete to serve you.

Please read instructions before beginning this application. (To be completed by entity that will negotiate with Providers.)

Applicant's Form Identifier:

(Create your own code to identify THIS Form 470)

112602

Form 470 Application #:

(To be inserted by Fund Administrator)

Block 1: Applicant Address and Identifications

1. Name of Applicant (30 characters max.) AUGUSTA COUNTY SCHOOL DISTRICT			
2. Funding Year: Year 2003: 07/01/2003 - 06/30/2004)		3. Your Entity Number (up to 10 digits) 126479	
4a Applicant's Street Address, P.O.Box, or Route Number 69 JAMES ANDERSON ROAD			
City FISHERSVILLE	State VA	Zip Code 5Digit 22939	Zip Code 4Digit
b. Telephone number (10 digits + ext.) ext. (540) 245 - 5138		c. Fax number (10 digits) (540) 885 - 2703	
d. E-mail Address (50 characters max.) jtrissel@augusta.k12.va.us			
5. Type Of Applicant (Check only one box)			
<input type="radio"/> Library (including library system, library branch, or library consortium applying as a library) <input type="radio"/> Individual School (individual public or non-public school) <input checked="" type="radio"/> School District (LEA; public or non-public [e.g., diocesan] local district representing multiple schools) <input type="radio"/> Consortium (intermediate service agencies, states, state networks, special consortia)			

6a. Contact Person's Name:

John W. Trissel, Jr

Copy 4a-d above to 6b-e below

First, fill in **every** item of the Contact Person's information below **that is different from Item 4, above**. Then check the box next to the preferred mode of contact. (At least one box **MUST** be checked.)

6b. Street Address, P.O.Box, or Route Number☐ 69 JAMES ANDERSON ROAD

City

FISHERSVILLE

State

VA

Zip Code 5Digit

22939

Zip Code 4Digit

☐ **6c. Telephone Number** (10 digits + ext.) (540) 245 - 5138 ext.☐ **6d. Fax Number** (10 digits + ext.) (540) 885 - 2703☒ **6e. E-mail Address** (50 characters max.) jtrissel@augusta.k12.va.us

<< Previous

Reset

Next >>

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[HOME](#) | [CANCEL](#) | [HELP](#)**FCC Form 470**

Universal Service Program Description of Services Requested and Certification Form

**Entity Number: 126479****Applicant's Form****Identifier: 112602****Contact Person: John W. Trissel,
Jr****Phone Number: 540-245-5138**

**Please Record This Form 470 Application Number For Future
Reference:**

**This Number Must Be Used To Complete Your Application,
If You Leave This Process Before The Application Is Completed.**

Form 470 Application#: 542580000435951

[Next >>](#)

[HOME](#) | [CANCEL](#) | [SAVE & EXIT](#) | [HELP](#)**FCC Form 470**

Universal Service Program Description of Services Requested and Certification Form

Approval by OMB
3060-0806**Entity Number: 126479****Applicant's Form
Identifier: 112602****Contact Person: John W. Trissel,
Jr****Phone Number: 540-245-5138****Block 2: Summary Description of Needs or Services Requested**

7 This Form 470 describes (check all that apply):
a. <input type="checkbox"/> Tariffed services - telecommunications services, purchased at regulated prices, for which the applicant has no signed, written contract. A new Form 470 must be filed for tariffed services for each funding year.
b. <input checked="" type="checkbox"/> Month-to-month services for which the applicant has no signed, written contract. A new Form 470 must be filed for these services for each funding year.
c. <input checked="" type="checkbox"/> Services for which a new written contract is sought for the funding year in Item 2.
d. <input type="checkbox"/> A multi-year contract signed on or before 7/10/97 but for which no Form 470 has been filed in a previous program year.
NOTE: Services that are covered by a signed, written contract executed pursuant to posting of a Form 470 in a previous program year OR a contract signed on/before 7/10/97 and reported on a Form 470 in a previous year as an existing contract do NOT require filing of a Form 470.

<< Previous

Reset

Next >>

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IMPORTANT: Please read the following:

You will now provide details about the services you are seeking so that vendors may respond appropriately. You will be guided through separate screens for Telecommunications Services, Internet Access and Internal Connections, and have an opportunity to provide information on services you seek (if any) in each category.

Please Note:

If you checked Item 7a, you must provide information on the Telecommunications Services screen.

If you checked Item 7b, you must provide information on the Telecommunications Services and/or Internet Access screen.

Please use all of the screens that apply to the services you seek.

HOME | CANCEL | SAVE & EXIT | HELP

FCC Form 470

Universal Service Program Description of Services Requested and Certification Form

Approval by OMB
3060-0806

Entity Number: 126479

Applicant's Form
Identifier: 112602Contact Person: John W. Trissel,
Jr

Phone Number: 540-245-5138

Block 2: Summary Description of Needs or Services Requested

What kinds of services are you seeking for Telecommunications Services? (Refer to the Eligible Services List and Addenda at www.sl.universalservice.org for examples). Please answer the questions below if you select this category.

8 ☐ Telecommunications Services

Do you have a Request for Proposal (RFP) that specifies the services you are seeking?

a ☐ YES, I have an RFP. It is available on the Web at _____
or via ☐ the Contact Person in Item 6 or ☐ the contact listed in Item 11.

b ☐ NO, I do not have an RFP for these services.

If you answered NO, you must list below the Telecommunications Services you seek. Specify each **service or function** (e.g., local voice service) and quantity and/or capacity (e.g., 20 existing lines plus 10 new ones). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications Services, and remember that only common carrier telecommunications companies can provide these services under the Universal Service support mechanism. Add additional lines if needed.

Service or Function:

Quantity and/or Capacity:

HOME | CANCEL | SAVE & EXIT | HELP

FCC Form 470

Universal Service Program Description of Services Requested and Certification Form

Approval by OMB
3060-0806

Entity Number: 126479

Applicant's Form
Identifier: 112602Contact Person: John W. Trissel,
Jr

Phone Number: 540-245-5138

Block 2: Summary Description of Needs or Services Requested

What kinds of services are you seeking for Internet Access ? (Refer to the Eligible Services List and Addenda at www.sl.universalservice.org for examples). Please answer the questions below if you select this category.

9 ☒ Internet Access

Do you have a Request for Proposal (RFP) that specifies the services you are seeking ?

a ☐ YES, I have an RFP. It is available on the Web at _____
or via ☐ the Contact Person in Item 6 or ☐ the contact listed in Item 11.

b ☒ NO, I do not have an RFP for these services.

If you answered NO, you must list below the Internet Access Services you seek. Specify each **service or function** (e.g., monthly Internet service) and quantity and/or capacity(e.g., for 500 users). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Internet Access Services. Add additional lines if needed.

Service or Function:

5 yr TLS Internet Connection Contract

Distance Learning Connection

Quantity and/or Capacity:

15 Schools

2 Schools

HOME | CANCEL | SAVE & EXIT | HELP

FCC Form 470

Universal Service Program Description of Services Requested and Certification Form

Approval by OMB
3060-0806

Entity Number: 126479

Applicant's Form
Identifier: 112602Contact Person: John W. Trissel,
Jr

Phone Number: 540-245-5138

Block 2: Summary Description of Needs or Services Requested

What kinds of services are you seeking for Internal Connections? (Refer to the Eligible Services List at www.sl.universalservice.org for examples). Please answer the questions below if you select this category.

10 ☐ Internal Connections

Do you have a Request for Proposal (RFP) that specifies the services you are seeking?

a ☐ **YES**, I have an RFP. It is available on the Web at _____
or via ☐ the Contact Person in Item 6 or ☐ the contact listed in Item 11.

b ☐ **NO**, I do not have an RFP for these services.

If you answered NO, you must list below the Internal Connections Services you seek. Specify each **service or function** (e.g., local area network) and quantity and/or capacity (e.g., connecting 10 rooms and 300 computers at 56Kbps or better). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Internal Connections Services. Add additional lines if needed.

Service or Function:**Quantity and/or Capacity:**

<< Previous

Reset

Enter More Services

Next >>

HOME | CANCEL | SAVE & EXIT | HELP

FCC Form 470

Universal Service Program Description of Services Requested and Certification Form

Approval by OMB
3060-0806**Entity Number: 126479****Applicant's Form
Identifier: 112602****Contact Person: John W. Trissel,
Jr****Phone Number: 540-245-5138****Block 2: Summary Description of Needs or Services
Requested**

11 (Optional) Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This need not be the contact person listed in Item 6 nor the signer of this form.

Name:

John W. Trissel, Jr

Title:

Technology/Media Coordinator

Telephone number (10 digits + ext.) Ext.

(540) 245 -5138

Fax number (10 digits)

(540) 885 -2703

E-mail Address (50 characters max.)

jtrissel@augusta.k12.va.us

12. ☐ Check here if there are any restrictions imposed by state or local laws or regulations on how or when providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures, and/or provide a Web address where they are posted and provide a contact name and telephone number for service providers without Internet access.

13. (Optional) Purchases in future years: If you have plans to purchase additional services in future years, or expect to seek new contracts for existing services, summarize below (including the likely time-frames).

<< Previous

Reset

Next >>

[HOME](#) | [CANCEL](#) | [SAVE & EXIT](#) | [HELP](#)**FCC Form 470**

Universal Service Program Description of Services Requested and Certification Form

Approval by OMB
3060-0806**Entity Number: 126479****Applicant's Form
Identifier: 112602****Contact Person: John W. Trissel,
Jr****Phone Number: 540-245-5138****Block 3: Technology Assessment**

14. ☐ **Basic telephone service only:** If your application is for basic local and/or long distance telephone service (wireline or wireless) only, check this box and skip to Item 16.

15. Although the following services and facilities are ineligible for support, they are usually necessary to make effective use of the eligible services requested in this application. Unless you indicated in Item 14 that your application is ONLY for basic telephone service, you must check at least one box in (a) through (e). You may provide details for purchases being sought.

a. Desktop software: Software required ☒ has been purchased; and/or ☐ is being sought.

b. Electrical systems: ☒ adequate electrical capacity is in place or has already been arranged; and/or ☐ upgrading for additional electrical capacity is being sought.

c. Computers: a sufficient quantity of computers ☒ has been purchased; and/or ☐ is being sought.

d. Computer hardware maintenance: adequate arrangements ☒ have been made; and/or ☐ are being sought.

e. Staff development: ☒ all staff have had an appropriate level of training/additional training has already been scheduled; and/or ☐ training is being sought.

f. Additional details: Use this space to provide additional details to help providers to identify the services you desire.

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<< Previous

Reset

Next >>

HOME | CANCEL | SAVE & EXIT | HELP

FCC Form 470

Universal Service Program Description of Services Requested and Certification Form

Approval by OMB
3060-0806

Entity Number: 126479

Applicant's Form
Identifier: 112602Contact Person: John W. Trissel,
Jr

Phone Number: 540-245-5138

Block 4: Recipients of Service**16. Eligible Entities That Will Receive Service:**

Check the ONE choice that best describes this application and the eligible entities that will receive the services described in this application. You will then list in Item 17 the entity/entities that will pay the bills for these services.

a. ☐ Individual school or single-site library.b. ☐ Statewide application (check all that apply):

You must select a state if (b) is selected:

Virginia

- ☐ All public schools/districts in the state:
☐ All non-public schools in the state:
☐ All libraries in the state:

If your statewide application includes INELIGIBLE entities, check here. ☐ If checked, complete Item 18.

c. ☒ School district, library system, or consortium application to serve multiple eligible entities:

Number of eligible entities	15
<i>For these eligible entities, please provide the following</i>	
Area Codes (list each unique area code)	Prefixes associated with each area code (first 3 digits of phone number) separate with commas, leave no spaces
540	245, 248, 337, 350, 885, 886, 943, 946, 949, 997

The following area codes and/or prefixes were not found in the database. Click Accept to use these values in your application or Revise to return to Block 4 to make changes.

Area Codes:	
Prefixes:	943, 946, 949

[HOME](#) | [CANCEL](#) | [SAVE & EXIT](#) | [HELP](#)**FCC Form 470**

Universal Service Program Description of Services Requested and Certification Form

Approval by OMB
3060-0806

Entity Number: 126479

Applicant's Form

Identifier: 112602

Contact Person: John W. Trissel,
Jr

Phone Number: 540-245-5138

Area Codes and Prefixes

State	Area Codes	Prefixes
VA	540	245, 248, 337, 350, 885, 886, 943, 946, 949, 997

<< Previous

Next >>

HOME | CANCEL | SAVE & EXIT | HELP



Universal Service Program Description of Services Requested and Certification Form

FCC Form 470

Approval by OMB
3060-0806

Entity Number: 126479
Applicant's Form Identifier: 112602
Contact Person: John W. Trissel, Jr.
Phone Number: 540-245-5138

Block 4: Listing Recipients of Service

17. Billed Entities: List the entity/entities that will be paying bills directly to the provider for the services requested in this application. These are known as Billed Entities. At least one line of this item must be completed.

Please click on the Help button for specific instructions about completing this page

Zip Code: OR Entity Number: Search

Please select at least one Billed Entity. You may do multiple searches to add all eligible billed entities on this application.

Selection List Billed Entity(ies)

Add All >>
Add >
Remove <
Remove All <<

<< Previous Reset Next >>

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Universal Service Program Description of Services Requested and Certification Form

FCC Form 470

Approval by OMB
3060-0806

Entity Number: 126479
Applicant's Form Identifier: 112602
Contact Person: John W. Trissel, Jr.
Phone Number: 540-245-5138

Block 4: Listing Recipients of Service

17. Billed Entities: List the entity/entities that will be paying bills directly to the provider for the services requested in this application. These are known as Billed Entities. At least one line of this item must be completed.

Please click on the Help button for specific instructions about completing this page

Zip Code: OR Entity Number:

Please select at least one Billed Entity. You may do multiple searches to add all eligible billed entities on this application.

Billed Entity(ies)	Selection List
<input type="button" value="Add All >>"/>	<input type="button" value="Add All >>"/>
<input type="button" value="Add >"/>	<input type="button" value="Add >"/>
<input type="button" value="Remove <"/>	<input type="button" value="Remove <"/>
<input type="button" value="Remove All <<"/>	<input type="button" value="Remove All <<"/>

AUGUSTA COUNTY SCHOOL DISTRICT

<< Previous | Reset | Next >>

[HOME](#) | [CANCEL](#) | [SAVE & EXIT](#) | [HELP](#)**FCC Form 470**

Universal Service Program Description of Services Requested and Certification Form

Approval by OMB
3060-0806**Entity Number: 126479****Applicant's Form Identifier: 112602****Contact Person: John W. Trissel, Jr****Phone Number: 540-245-5138**

Billed Entities

Entity Name	Entity Number
AUGUSTA COUNTY SCHOOL DISTRICT	126479

<< Previous

Next >>

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FCC Form 470

Universal Service Program Description of Services Requested and Certification Form

Approval by OMB
3060-0806**Entity Number: 126479****Applicant's Form
Identifier: 112602****Contact Person: John W. Trissel,
Jr****Phone Number: 540-245-5138****Block 5: Certification and Signature****19. The applicant includes:(Check one or both)**

- a. ☒ schools under the statutory definitions of elementary and secondary schools found in the Elementary and Secondary Education Act of 1965, 20 U.S.C. Secs. 8801 (14) and (25), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
- b. ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to elementary and secondary schools, colleges, and universities).

20. All of the individual schools, libraries, and library consortia receiving services under this application are covered by:

- a. ☒ individual technology plans for using the services requested in the application; and/or
- b. ☐ higher-level technology plans for using the services requested in the application; or
- c. ☐ no technology plan needed; application requests basic local and/or long distance telephone service only.

21. Status of technology plans (if representing multiple entities with mixed technology plan status, check both a and b):

- a. ☒ technology plan(s) has/have been approved by a state or other authorized body.
- b. ☐ technology plan(s) will be approved by a state or other authorized body.
- c. ☐ no technology plan needed; application requests basic local and/or long distance telephone service only.

22. ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value.

23. ☒ I recognize that support under this support mechanism is conditional upon the school(s) or library(ies) I represent securing access to all of the resources, including

computers, training, software, maintenance, and electrical connections necessary to use the services purchased effectively.

24. ☒ I certify that I am authorized to submit this request on behalf of the above-named entities, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

27. Printed name of authorized person	John W. Trissel, Jr
28. Title or position of authorized person	Technology Coordinator
29. Telephone number of authorized person:	(540) 245 - 5138 ext.

Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C.Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C.Sec. 1001.

Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests.

For more information, refer to the "Service Provider Role in Assisting Customers" at

www.sl.universalservice.org/vendor/manual/chapter5.doc
or call the Client Service Bureau at 1-888-203-8100.

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[HOME](#) | [CANCEL](#) | [HELP](#)*FCC Form 470*

Universal Service Program Description of Services Requested and Certification Form



FCC Form

Approval by OMB
3060-0806**470****Schools and Libraries Universal Service
Program Description of Services Requested
and Certification Form**

At this point you have filled in all information for the Form 470 application. The final steps in the process are to:

- a. **Verify** a final time that all information is correct in each block you have completed. Use the "Print Preview" button at the bottom of this screen to review your work. If you decide that you need to make corrections, hit "Previous" to go back and make changes.

Use your browser to print a copy of the Form 470. Click on your browser's "File" button, and select the "Print" option while you are using "Print Preview".

Click the "Submit" button at the bottom of this screen to electronically submit your Form 470 to the SLD.

IMPORTANT NOTE: by clicking "Submit" you are simultaneously releasing your completed application to the SLD for posting.

- b. You must click "Submit" to file your Form 470 and begin the required 28-day posting period. If you do not click "Submit," you **MAY NOT** file a Form 471 pursuant to a Form 470.

PLEASE NOTE: After you "submit" this Form 470, you have one more step to complete. The next screen will describe the certification process for the Form 470. You will be given the choice to certify (sign) this Form 470 either electronically via a PIN system, or manually by printing out a certification page for signature.

[<< Previous](#)[Submit](#)[Print Preview](#)

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[HOME](#) | [CANCEL](#) | [HELP](#)**FCC Form 470**

Universal Service Program Description of Services Requested and Certification Form

**Entity Number: 126479****Applicant's Form****Identifier: 112602****Contact Person: John W. Trissel,
Jr****Phone Number: 540-245-5138**

Please choose one of the following options to continue certification:

Form 470 Application#: **542580000435951**

This is the final step in completing your Form 470. You may sign this document either electronically through the use of a PIN, or you may print out a certification page, sign it, and then mail it to the address listed below.

For Electronic Certification, click the Electronic Certification button and you will view the electronic certification screen of Block 5. On this page you will enter the User ID that you created when requesting your PIN from the SLD, and your SLD PIN. If you do not have a PIN, you can request one using the "Request a PIN" button. If you have applied for a PIN but have not yet received one and want to E-Cert later, you can close out and come back later using Certify Complete from the Main Menu.

[Electronic Certification](#)

For users that do not have a PIN and are eligible for one, click "Request a PIN." The authorized person named on one of the following forms can apply for a PIN:

- (1) a Form 471 for Funding Year 2 or later that was approved for funding or
- (2) a Form 486 for Funding Year 2 or later that was successfully data entered.

[Request a PIN](#)

Paper Certification - After clicking the "Paper Certification" button, you will view the final screen of Block 5.

- (1) Use Paper Certification ONLY if you are not Electronically Certifying your

470.

(2) Print out (using your browser), sign, and send in this Block 5 certification page. When you print Block 5 using your browser, the form will automatically include your Form 470 Application Number, Applicant Name, and Applicant Address. Item (25) must be signed by the person who will certify to the accuracy of the information on the form. Mail the signed Block 5 to:

SLD - Form 470
P.O.Box 7026
Lawrence, KS 66044-7026

If sent by express delivery services or U.S. Postal Service, Return Receipt Requested, the form should be mailed to:

SLD - Form 470
c/o Ms.Smith
3833 Greenway Drive
Lawrence, KS 66046

Paper Certification

Note: If you need to print a Paper Certification and are not currently connected to a printer, you can close out and come back later using Certify Complete from the Main Menu.

To Return to the Main Menu of this site, click the "Main Menu" button.

Main Menu



FCC Form 470
Universal Service Program Description of Services Requested and Certification Form

Entity Number: 126479
Applicant's Form Identifier: 112602
Contact Person: John W. Trissel, Jr Phone Number: (540)245-5138

FCC Form
Approval by OMB 3060-0806

Schools and Libraries Universal Service Program Description of Services Requested and Certification Form

Form 470 Application Number: 542580000435951

19. The applicant includes: (Check one or both)
a. ☒ schools under the statutory definitions of elementary and secondary schools found in the Elementary and Secondary Education Act of 1965, 20 U.S.C. Secs. 8801 (14) and (25), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
b. ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to elementary and secondary schools, colleges and universities).

20. All of the individual schools, libraries, and library consortia receiving services under this application are covered by:
a. ☒ individual technology plans for using the services requested in the application; and/or
b. ☐ higher-level technology plans for using the services requested in the application; or
c. ☐ no technology plan needed; application requests basic local and/or long distance telephone service only.

21. Status of technology plans (if representing multiple entities with mixed technology plan status, check both a and b):
a. ☒ technology plan(s) has/have been approved by a state or other authorized body.
b. ☐ technology plan(s) will be approved by a state or other authorized body.
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23. ☒ I recognize that support under this support mechanism is conditional upon the school(s) or library(ies) I represent securing access to all of the resources, including

computers, training, software, maintenance, and electrical connections necessary to use the services purchased effectively.

24. ☒ I certify that I am authorized to submit this request on behalf of the above-named entities, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

25. Signature User ID: <u>jtrissel</u> PIN: <u></u>	26. Date 11/26/2002
27. Printed name of authorized person John W. Trissel, Jr	
28. Title or position of authorized person Technology Coordinator	
29. Telephone number of authorized person: (540) 245-5138	
ATTENTION: If you are signing Form 470 using the PIN assigned to you by SLD, you are reminded that using the PIN is equivalent to your handwritten signature on the form. Your use of the PIN to affirm these certifications means that should they prove untrue, you will be held to the same enforcement standards as those who affirm the certifications on paper. Also, by using the PIN, you are affirming that you have the authority to make these certifications and represent the entity featured in Block One of this funding request.	
Please Check to affirm your compliance <input checked="" type="checkbox"/>	

Form 470 Application Number: 542580000435951
 AUGUSTA COUNTY SCHOOL DISTRICT
 69 JAMES ANDERSON ROAD
 FISHERSVILLE, VA 22939-

Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests.

For more information, refer to the "Service Provider Role in Assisting Customers" at

www.sl.universalservice.org/vendor/manual/chapter5.doc
 or call the Client Service Bureau at 1-888-203-8100.

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of a FCC statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Done

FCC Form 470

Universal Service Program Description of Services Requested and Certification Form



Entity Number: 126479 Applicant's Form Identifier: 112602

Contact Person: John W. Trissel, Jr Phone Number: (540)245-5138

FCC Form

Approval by OMB
3060-0806

Do not write in this area

470 Schools and Libraries Universal Service Program Description of Services Requested and Certification Form

Form 470 Application Number: 542580000435951

19. The applicant includes:(Check one or both)

- a. ☒ schools under the statutory definitions of elementary and secondary schools found in the Elementary and Secondary Education Act of 1965, 20 U.S.C. Secs. 8801 (14) and (25), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
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23. ☒ I recognize that support under this support mechanism is conditional upon the school(s) or library(ies) I represent securing access to all of the resources, including computers, training, software, maintenance, and electrical connections necessary to use the services purchased effectively.

24. ☒ I certify that I am authorized to submit this request on behalf of the above-named entities, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

25. Signature Cert ID = 13690	26. Date 11/26/2002
27. Printed name of authorized person John W. Trissel, Jr	
28. Title or position of authorized person Technology Coordinator	
29. Telephone number or authorized person: (540) 245-5138	
<p>ATTENTION: If you are signing Form 470 using the PIN assigned to you by SLD, you are reminded that using the PIN is equivalent to your handwritten signature on the form. Your use of the PIN to affirm these certifications means that should they prove untrue, you will be held to the same enforcement standards as those who affirm the certifications on paper. Also, by using the PIN, you are affirming that you have the authority to make these certifications and represent the entity featured in Block One of this funding request.</p> <p>Please Check to affirm your compliance <input checked="" type="checkbox"/></p>	

Form 470 Application Number: 542580000435951
AUGUSTA COUNTY SCHOOL DISTRICT
69 JAMES ANDERSON ROAD
FISHERSVILLE, VA 22939-

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Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests.

For more information, refer to the "Service Provider Role in Assisting Customers" at

**www.sl.universalservice.org/vendor/manual/chapter5.doc
or call the Client Service Bureau at 1-888-203-8100.**

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An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

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If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

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Done



Universal Service Administrative Company

Schools & Libraries Division

FORM 470--Receipt Notification Letter
(Funding Year 2003: 07/01/2003--06/30/2004)

December 02, 2002

AUGUSTA COUNTY SCHOOL DISTRICT
John W. Trissel, Jr
69 JAMES ANDERSON ROAD
FISHERSVILLE, VA 22939

Re: Applicant's Form Identifier: 112602
Form 470 Application Number: 542580000435951
Entity Number: 126479
Date Form 470 Posted: 11/26/2002
Allowable Vendor Selection/Contract Date: 12/24/2002

We are pleased to inform you that the Schools and Libraries Division (SLD) has received your FCC Form 470, "Description of Services Requested and Certification Form," complete with your signed certification. The posting date is noted above. This letter provides important information about the processing of your Form 470 application. Please read this letter carefully and retain it for your records and future reference.

The Form 470 Application Number listed above has been assigned by the SLD and will be used to track your Form 470. This number must be provided on each FCC Form 471, "Services Ordered and Certification Form," that cites this Form 470. Any applicant who relies on this Form 470 will need to know this Form 470 Application Number. You may wish to share this number with those schools and/or libraries featured in this application to assist them in their preparation of Form 471.

The purpose of the Form 470 is to open a competitive bidding process for the services desired. The Form 470 applicant is responsible for ensuring an open, fair competitive process and selecting the most cost-effective provider of the desired services. Please be aware that if a service provider was involved in the preparation or certification of your FCC Form 470, this could taint the competitive bidding process and result in the denial of your funding requests. The Form 470 must be completed by the entity that will negotiate with potential service providers. It cannot be completed by a service provider who will participate in the competitive bidding process as a bidder.

If you believe that a service provider was improperly involved in the submission of this Form 470, you should cancel this Form 470 and submit a new one if you wish. To cancel a Form 470, call the Client Service Bureau at 1-888-203-8100 and follow their instructions. Please also refer to the "Service Provider Role in Assisting Customers" at www.sl.universalservice.org/vendor/manual/chapter5.doc or call the Client Service Bureau for information on proper service provider involvement in the preparation and submission of the FCC Form 471.

You should save all competing bids for services to be able to demonstrate that the bid you chose is the most cost effective, with price being the primary consideration.

Remember also that you cannot seek discounts for services in a category of service on the Form 471 if those services in those categories were not indicated on a Form 470.

FCC rules require that requests for tariffed or month-to-month services and requests for new contractual services be posted on the SLD web site for a period of 28 days before selecting a vendor, to provide for a competitive bidding process. State or local laws may require a longer procurement cycle. This 28-day waiting period must occur before you may execute any contracts for contracted services, before you select your vendor for tariffed or month-to-month services, and before you sign and submit your Form 471. In addition, if you are seeking support on your Form 470 for the first time for services delivered under a multi-year contract signed on or before July 10, 1997, the SLD cannot process your Form 471 until the 28-day waiting period has elapsed.

The date that contracts can be executed for contracted services or that selection can be made for a vendor providing tariffed or month-to-month services is listed above as the "Allowable Vendor Selection/Contract Date."

For information about the filing window for FCC Form 471 for discounts on services to be provided for Funding Year 2003, check the Schools and Libraries web site at <www.sl.universalservice.org>. Information about the filing window will be posted when it becomes available.

It is important to remember that not all requested services will necessarily be approved for discounts. Your FCC Form 471, "Services Ordered and Certification Form," will be subject to review by the SLD for a determination of funding eligibility before funds are committed. (This review will consider all program rules, including eligibility of discount recipients and the eligibility of services for which discounts are requested.) In addition, availability of funds will be a factor in funding decisions. Therefore, you should consider the possibility of a denial of funding or a level of funding below your request, and include appropriate contingencies in contracts for any or all of the requested services.

Thank you for your interest in the Schools and Libraries program. If you have any questions, please call the SLD Client Service Bureau at 1-888-203-8100.

Schools and Libraries Division
Universal Service Administrative Company

Dedicated Internet Service Agreement

1154 Shenandoah Village Drive, Waynesboro, VA 22980



Store/Market: _____ Salesperson ID: 10157 Contract Number: _____
Account Number: _____ Approval: _____

User Information and Service Address

Customer Name: Augusta County Public Schools Company Name: Augusta County Public Schools
First MI Last For Business Accounts Only
Physical Address: 69 James Anderson Rd. City, State, Zip: Fishersville, Va. 22939
Cannot be PO Box. Must be physical Address
County: _____ City, Town or County of _____
Primary Usage: _____
Business Address: Fishersville, Va. 22939 City, State, Zip: Fishersville, Va. 22939
Only if different from Physical Address
Home No.: _____ Daytime No.: 245-5142
(if applicable) (required)

Internet User Name and Password (if applicable)

Desired User Name: _____
Up to 8 characters in length, no capital letters
Password: _____
Up to 8 characters in length, no capital letters

Service Rate Plan

Rate Plan Name: 10 Meg Internet
Service Rate \$: \$ 2,500.00
Length: Monthly _____ 1 Year _____
2 Year _____ 3 Year _____
5 Year X

Early Termination Fee: Customer Initials _____
Customer agrees to remain a subscriber of NTELOS service on the above referenced plan (or higher) for the above referenced period from the date hereof. In partial consideration for customer's commitment, NTELOS agrees to discount and/or furnish the customer with the above referenced promotion. If prior to the end of the commitment period, customer terminates service for any reason or is disconnected for cause, customer agrees to pay NTELOS the difference between the contracted rate and the month to month rate multiplied by the number of months service was received.

Payment Method

Visa: _____ Discover: _____
Master Card: _____ AMEX: _____
Card No.: _____
EXP Date: _____
Bank Draft (Please include voided check)
Routing Number: _____
(9 digits)
Bank Number: _____
Bill To Account: _____
Purchase Order No.: _____
Tax Exempt: Yes _____ No _____
Tax ID: _____

Customer E-mail Addresses (customer owned domain may be used instead of @ntelos.net)

Real Name: _____
E-Mail User: (up to 21 characters in length, no capital letters) _____ @ntelos.net
User Name: _____ Password: _____
Real Name: _____
E-Mail User: (up to 21 characters in length, no capital letters) _____ @ntelos.net
User Name: _____ Password: _____
Real Name: _____
E-Mail User: (up to 21 characters in length, no capital letters) _____ @ntelos.net
User Name: _____ Password: _____

Notes / Special Situations / Promotions (use separate sheet for additional Notes and Special Situations if needed)

Rate Adaptive ethernet: Customer will be charged for average throughput used 90% of billing cycle, with a 10 megabit minimum (rate floor). Maximum throughput is double the rate of the floor

Financial Responsibility

Signature: Terms and Conditions. My signature hereunder acknowledges that I have read and understand the terms and conditions stated above and on the back and that I have agreed to those terms. I authorize any person or consumer reporting agency to comp.

Mike Baker 11/31/03
Sales Representative's Signature: Date:
Mike Baker 10157
Sales Representative's Name (Print):

John W. Trissel, Jr. 11/31/03
Responsible Party's Signature: Date:
John W. Trissel, Jr.
Responsible Party's Name (Print):

(Signing indicates that Representative has verified customer ID via current picture ID)

Sales Person: Forward a copy of this form, when completed, to NTELOS Sales Engineering for processing Provide a signed copy of all parties of this contract to the customer

EXHIBIT

tabbies

B

Internet Services Agreement Terms and Conditions

NTELOS.net and all of its subsidiary companies (herein referred to as the "Company") are owned and operated by Ntelos, Inc., a company that has been a leader in quality communications services for over 100 years.

BY USING ANY NTELOS.NET MEDIA AND/OR ACCESSING ANY OF THE COMPANY'S INTERNET SERVICE PROVIDING FACILITIES, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS.

1. **USE.** NTELOS.net maintains no control over the content of any information passing through its facilities. You are solely responsible for any activities to or from or through your account. NTELOS.net services may only be used for lawful purposes. Transmission or storage of any material in violation of any Federal law or state law or any other restricted-use regulation is expressly prohibited. Violations include, but are not limited to, copyrighted material, threatening or obscene material, trade secrets, or any material protected by other legitimate restrictions.
 2. **WARRANTY.** No warranty is made by the Company regarding any information, service or product provided through, in connection with, or located on the computers at NTELOS.net facilities or elsewhere accessible through your account. The Company hereby expressly disclaims any and all warranties, including without limitations, any warranties as to the availability of, merchantability of, or fitness for a particular purpose of the Company's services. Any software contained on the distribution media is provided "as is" and without warranty of any kind. Use of freeware and shareware programs that may be included on distribution media or obtained from the company in any way are governed by their respective licensing agreements and may contain restrictions on use including, but not limited to the requirement(s) to pay the author(s) a specified amount after a trial period has elapsed.
 3. **LIABILITY.** You agree to indemnify and hold harmless NTELOS.net from any claims resulting from your use of its services or any part of its services. NTELOS.net will not be responsible for any damages or costs that you and/or your business may suffer or incur when using any NTELOS.net service. Such damages or costs may include, but are not limited to: loss of income, loss of data, delays in service or interruptions in services caused by the Company's own negligence or your errors or omissions or acts of God (such as thunderstorms, floods, etc.), non-deliveries, missed deliveries, electrical surge/damage/interference, communications line failure, theft or destruction of or unauthorized access to your account information, alteration of or other use of records by any person or entity whether in breach of contract or through negligence or under any other cause of action, any extemporaneous costs incurred by you in the use of your account (including, but not limited to, telephone company charges for long distance and toll calls, access fees required by any subscription services, equipment upgrades.)
 4. Users may not use our services to send, or relay, unsolicited bulk electronic mail ("SPAM"). Violation of this rule may constitute grounds for terminating your account(s).
 5. Users may not resell or distribute any NTELOS.net services in whole, or in part, without the express written consent of the Company. Violation of this rule and any other contract with the Company may constitute grounds for terminating your account(s).
 6. Unauthorized access via NTELOS.net to any computer, facility, network, or combination of any or all of the proceeding is strictly forbidden. Such actions will result in the termination of the offending account and such incidences may be referred to authorities as deemed necessary.
 7. **SERVICE RATES & FEES:** Rates are set forth on the NTELOS.net web site and may be given as the same or adjusted by approved Marketing & Sales promotions, quantity discounts, or other discounts or programs sponsored by NTELOS.net. The Company will provide 30 days written notice of pricing or service area changes. You will then have 14 days from the date of this notice to provide NTELOS.net with a written request to terminate service and incur no liability. Otherwise you will be billed at the appropriate new pricing.
 8. **BILLING AND CREDITS:** Users will receive monthly or periodic billing, dependent upon the terms of the account. Billing may be via a monthly statement or invoice or as a direct deduction from a checking account (ACH) or by credit card debit. Should you have questions about fees, please call the Customer Care Center toll-free at 1-877-4-NTELOS. Credits or account adjustments made because of or promised for any reason require pre-approval by the Accounting Manager, the Internet Services Manager or a properly empowered designate. Adjustments will be processed as promptly as is practicable within the operations of good business order and will be reflected on a subsequent billing statement. You may cancel your account at any time. NTELOS.net does NOT issue refunds for unused services. Accounts on term pricing are subject to a \$100.00 cancellation fee, or the remainder of the contract, whichever is less. Certain accounts, such as DSL or Dedicated Internet Service contracts, may have different cancellation fee schedules as outlined in a contract.
- Errors or alleged errors in billing are not grounds for you to withhold payment from NTELOS.net. Users with a limited number of hours in their service plan agree to pay the balance of the unlimited service rate in any month where usage is in excess of their designated service. For non-recurring charges, such as web site development, network installations, or other services rendered above and beyond Internet access via a communications line, payment is due upon receipt of the invoice.
- If you have given your credit card number to NTELOS.net as your monthly payment preference, you expressly authorize NTELOS.net to charge the credit card for any access service charges and additional usage that is automatically billed. It is your responsibility to inform NTELOS.net of any changes to the credit account, such as new expiration dates for reissued cards, stolen or misplaced cards. Failure to notify NTELOS.net of changes in credit card account status could result in service interruption.
- If you selected ACH bank draft as your monthly payment preference, a voided check must be on file at NTELOS.net within 10 days after your sign up date. A faxed copy is sufficient. If NTELOS.net does not receive a canceled check within the time limit above, the account will be subject to interruption until appropriate records are on file. By providing us with your bank information, you expressly authorize NTELOS.net to debit your checking account for any access service charges and additional usage that is automatically billed.
9. A parent or legal guardian (a.k.a. responsible adult) must authorize accounts for persons under the age of 18. The responsible adult is responsible for payment and agrees with the terms and conditions herein, as evidenced by a proper signature on the NTELOS.net Service Agreement.
 10. **DEFAULT:** Accounts are in default if payment is not received within 25 days after the date of invoice. If your payment is returned to us unpaid, you are immediately in default and subject to a returned check or failed credit card charge of \$20 from us. All customers are subject to a late fee of 1.5% of the outstanding balance for any unpaid balances after 25 days. Accounts in default may have their service interrupted. Such interruption does not release you from the obligation to pay the account charges. Only a written request to terminate your service relieves you of your obligation to pay the monthly or annual account charge.
 11. You may neither make your password available to others nor allow others to give you their password nor in any way allow others to use your account. The use of email aliases attached to your account are the exception to this statement, and you remain liable for the use of such email aliases under terms and conditions herein set forth. You may not attempt to find or in any manner search out or aid and abet in an attempt by any other person to find the password of another user.
 12. All dial-up accounts time-out if left idle for an extended period of time. Users with an "unlimited" dial up access account may use their account as often as they like for as long as they like, providing that the user is actually in front of his/her computer operating it. All users may not attempt to defeat our idle time-out regulations. Full time connections to our service are actually dedicated services. Dedicated services (maintaining an open access for more than 8 hours) are classified and rated differently. Violation of this policy may lead to termination of your services and/or the processing of an appropriate billing standard for such access.
 13. NTELOS.net maintains session timers and idle time-out features on all non-dedicated Internet accounts.
 14. Customers using their own routers or dedicated servers are responsible for maintaining their own network security. NTELOS.net reserves the right to immediately interrupt or terminate services to customers whose network settings cause harm to the NTELOS.net network or its reputation. This includes, but is not limited to, open SMTP mail relays and incorrect gateway and proxy server settings.
 15. Any access to other networks through NTELOS.net must comply with the service agreements appropriate for that other network.
 16. These terms and conditions unless amended in writing and approved by all Parties, supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. Legal remedies and/or any other execution of terms and conditions set forth herein are pursued under the laws of the State of Virginia. Should any term, condition or combination thereof, as herein stated, be deemed not in compliance with current laws and regulations, the remainder of this Agreement remains in force. NTELOS.net reserves the right to change the terms and conditions at any time, without written notice including, but not limited to, monthly service fees.
 17. **PRIVACY POLICY:** NTELOS.net does not share any customer information with any outside entity unless by appropriately served court order.

Acceptable Use Policy

Harassment by email, in any form, is prohibited.

Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material ("e-mail SPAM"). Customers are explicitly prohibited from sending unsolicited bulk mail messages. This includes, but is not limited to, bulk-mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to those who have explicitly requested it. If a recipient asks to stop receiving e-mail, the Customer must not send that person any further e-mail. NTELOS.net will charge \$65.00 per hour per employee who must be used to answer complaints generated by "junk mail", parse mail logs to track "junk mail", and any other associated tasks that are generated by such activities.

Creating or forwarding "chain letters" or other "pyramid schemes" of any type is prohibited.

Malicious e-mail, including, but not limited to, "mail bombing" (flooding a user or site with very large or numerous pieces of e-mail) will result in termination of services.

Unauthorized use or forging of mail header information to hide identity is prohibited.

Use of unsolicited e-mail originating from the NTELOS.net network or networks of other Internet Service Providers on behalf of, or to advertise any service hosted by NTELOS.net, or connected via the NTELOS.net network is prohibited.

Customer agrees to secure open SMTP ports to prohibit mail relaying by third parties. In addition the Customer agrees to conform to the protocols and standards defined in the following Internet documents: RFC1812, RFC 2644, RFC1122, RFC1123 and additional classifications as appropriate.

In the event that communications by a Customer do not conform to these standards, or if the customer makes use of the NTELOS.net network to the detriment of NTELOS.net or NTELOS.net customers, NTELOS.net reserves the right to restrict that Customer's network use until they give a suitable undertaking as to use.

Spamming and/or cross-posting irrelevant messages to Usenet newsgroups for the purpose of advertising, proselytizing or anything other than the expressed purpose of the newsgroup(s) is prohibited.

Reselling or distribution of NTELOS.net services including, but not limited to, multiple dial-up sessions on a single account is strictly prohibited, and may result in account termination.

Any use of the NTELOS.net network for the creation of or relay of illegal materials and/ or fraudulent information is strictly prohibited.

Customer Signature: _____

Date: _____



T1-PRI Contract

1154 Shenandoah Village Drive, Waynesboro, VA 22980

Billing Information

Customer Name: Augusta County Public Schools

First

MI

Last

Daytime Contact Number: 245-5142

Company Name: Augusta County Public Schools

For Accounts in Business Name Only

Physical Address: 69 James Anderson Rd.

Cannot be PO Box. Must be physical Address

City, State, Zip: Fishersville, Va. 22939

Billing Address: P.O. Box 252

City, State, Zip: Fishersville, Va. 22939

Sales Engineering Project:

Yes

No

Transport Charge (DS1, T1, etc.)

Number of Circuits:	<u>1 - 100meg Transport</u>	Cost Per Circuit:	\$	<u>1,500.00</u>
Term (MTM, 1Yr., 3 Yr., 5 Yr.):	<u>5 Year</u>	Total Monthly Cost:	\$	<u>1,500.00</u>

DID Block Information

No. of DID Blocks: _____ Cost per Block: _____ Total Block Cost: _____

PRI Service Information

Number of PRIs: _____
Term (MTM, 1Yr., 3 Yr., 5 Yr.): _____
Charge Per PRI: _____
Total PRI Cost: _____
Number of Channels: _____
Total Channel Charge (\$2.00 per channel): _____
Total Monthly Cost: _____

Caller ID Information

Caller ID: _____
Cost Per Circuit: _____
Total Caller ID Cost: _____

Channelized T1 Information

Term (MTM, 1Yr., 3 Yr., 5 Yr.): _____
Number of Lines: _____
Per Line/Trunk Charge: _____
Total Monthly Cost: _____

T1-PRI Terms and Conditions

Customer agrees to remain a subscriber of NTELOS for the service(s) and for the term stated above. If Customer disconnects for any reason or is disconnected for non-payment of service, Customer agrees to pay NTELOS the following early termination reimbursement charges and applicable taxes. If contract is terminated:

Prior to the end of the 6th month of this Agreement: Customer shall pay 100% of the Fees remaining for disconnected services up to the 6th month anniversary of this Agreement and 50% of the Fees remaining for disconnected services for the remainder of the term of the Agreement.
After the end of the sixth month of this Agreement: Customer shall pay 50% of the Fees remaining for disconnected services for the remainder of the term of the Agreement.

Total Monthly Fee and One Time Fee

Federal Subscriber Line Charge:

Total Monthly Fee: \$ 1,500.00

One Time Fee: _____

NOTE: The cost of this service does not include taxes and other fees

Signatures

John W. Trissel, Jr. 1/31/03
Customer's Signature: Date:

John W. Trissel, Jr.
Print Customer's Name:

Mike Baker 1/31/03
Account Executive's Signature: Date:

Mike Baker 10157
Print Account Executive's Name:

NOTES:

Approval (as needed): _____

Customer Care 1(800)232-0457
(Repair)

Terms and Conditions - High Capacity Service

This Agreement is made between **Augusta County Public Schools** (herein called "Customer") and NTELOS (herein called "Company"). Customer has requested T1 or PRI ISDN service from NTELOS at **69 James Anderson Rd., Fishersville, Va. 22939** (herein called "Premises"). The Customer and the Company hereby agree as follows:

I. Tariff Application

Service is provided by Company subject to the terms and limitations stated in Company's General Customer Service Tariff, including the provisions of the Tariff concerning the liability of Company. In cases where there is a conflict between this Agreement and the Tariff, the Tariff shall govern.

II. Installation

Company is responsible for installing and maintaining Service to the Network Interface. Company will use all commercially reasonable efforts to make the Service available on or before the Requested Service Date. Customer agrees to obtain all necessary consents to install the High Capacity Service from any third parties having an interest in the Premises.

Customer agrees to furnish and place at the Premises, at its expense, any necessary conduits and electrical current required to operate the High Capacity Service. Customer shall, at its expense, provide necessary openings and ducts for cable and conductors in floors and walls.

At the Company's request, Customer will provide the Company with floor plans and/or prints showing the location of all such conduits, electrical work, openings, and ducts. The floor plan and/or prints will also show the locations and types of CPE to be installed. The Company will review these plans and will inform the Customer of any changes needed in such plans. After the Company has reviewed the plans, the Customer understands and agrees that no changes may be made to the plans without the written approval of the Company. Customer agrees that if changes are requested by Customer after the service has been implemented/built that the Company will be responsible for the cost of such changes.

III. Limitation of Company Liability

The Service is furnished by the Company in accordance with the limitation of liability provisions contained in the Tariff, including:

(i) Service irregularities - The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to the Company.

(ii) Interruption of Service - In view of the possibility of errors and difficulties occurring in the transmission of messages by telephone, and the impossibility of fixing the cause thereof, Customer assumes all risks connected with the service except as follows: If service is interrupted otherwise than by negligence or willful act of Customer, an allowance at the minimum rate for the telephone facilities and class of service in effect at the time of the interruption shall be made for the time such interruption continues after notice and demand to the Company. No other liability shall in any case attach to Company.

IV. Customer Obligation and Liability

Customer shall be responsible for:

Ensuring the compatibility of Customer's equipment with Service provided by Company, providing adequate space and environment to operate Company and Customer equipment; providing electrical power necessary to operate Company and Customer equipment on premises; provide a route suitable to provide Company's cable access to Customer's telephone room; pay Company for any damages caused to its equipment by Customer's negligence or willful acts or by fire, electrical or lightning surges, water damage, or any other cause except Company's gross negligence or willful misconduct; pay all of Company's charges for time and materials resulting from diagnosing problems caused by Customer's failure to comply with this Agreement.

V. Payment

(i) The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons. The customer is responsible for payment of any sales, gross receipts, excise, access or other local, state, and federal taxes, charges or surcharges (however designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Services

(ii) A Late Payment Charge of 1.5% applies to any unpaid balance carried forward from a monthly bill to the next month's bill, including all long distance charges billed by the Company on behalf of interchange carriers and alternate operator service providers.

(iii) Upon non-payment of any amounts owing to the Company, the Company may, with notice, discontinue or suspend service without incurring any liability.

VI. Continuation of Services

At the end of the term of this Agreement as shown on the front of this Agreement the Agreement shall automatically continue on a month to month basis, unless either party terminates this Agreement by providing written notice at least 30 days prior written notice.

VII. General Provisions

(i) Failure of either party to give notice of default or to enforce any term or condition of this Agreement, or any waiver of that term or condition of this Agreement shall not constitute permanent or general waiver of that term or condition. The provision of Service hereunder will not create a partnership, joint venture, or agency relationship between the parties nor result in a joint communications service offering to any customer of either Company or Customer.

(ii) The provision of Service hereunder will not create a partnership, joint venture, or agency relationship between the parties nor result in a joint communications service offering to any customer of either Company or Customer.

(iii) If Company seeks to enforce any term or condition of this Agreement or any obligation arising out of or related to this Agreement, then Company shall be entitled to recover, in addition to any other remedies, its actual attorneys' fees, court costs, costs of investigation, and any other related costs or expenses.

(iv) Customer agrees not to use the Service or any facilities or equipment of Company for any unlawful purpose.

(v) Customer shall not assign or transfer any or all of its rights or obligations under this Agreement without Company's prior, written consent.

(vi) If any term or condition in this Agreement is, to any extent, held invalid or unenforceable in any respect, then the remainder of the Agreement shall not be affected, and each remaining term and condition shall be valid and enforceable to the fullest extent permissible by law.

(vii) This Agreement, and all matters arising out of or related to it, shall be governed by the laws of the State where Service is provided.

VIII. Notices

Notices under this Agreement shall be in writing and delivered to the persons whose names and business addresses appear below. The effective date of any notice under this Agreement shall be the date of delivery of such notice. The address for Notice to the Customer shall be the Customer's billing address.

The address for Notice to the Company is:

Manager, Customer Care,
1154 Shenandoah Village Drive, Waynesboro, VA 22980

Customer Signature: _____

Date: 1/31/03



SERVICE AGREEMENT

(Intrastate ICB)

Customer Name	Augusta County Schools	("Customer")	Main Billing Tel. No:	540-245-5142
and address:	69 James Anderson Rd., Fishersville, Va., 22939		ICB Case No.	2003-238691

Services. Customer hereby requests and agrees to purchase from the undersigned Verizon company ("Verizon") the services identified in Exhibits A, B, & C attached to this Agreement, and as further described in Verizon's applicable tariffs, (the "Services") for the service period stated in the attached Exhibit applicable to such Service (the "Service Period"), subject to Verizon's receipt of any necessary regulatory and other governmental approvals required to provide the Services under the terms hereof. The Services will be provided under the terms of this Agreement to the Customer locations specified in the attached Exhibit(s).

Charges. Customer will pay the rates and charges set forth in the attached Exhibit(s) and shall also pay all applicable taxes, fees, and charges, including Federal End User Common Line Charges, charged pursuant to applicable law, regulations, or tariffs in connection with the Services. If Customer cancels or terminates this Agreement or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon termination charges as set forth in the applicable Exhibit(s). Any tariffed back billing limitations otherwise applicable to the Services shall not apply under this Agreement.

Notices. Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Customer at the address specified above, and to Verizon at Verizon National Contracts Repository, MC:HQW02L25, 700 Hidden Ridge, Irving, TX, 75038, with a copy to Regional Sales Mgr., 600 East Main Street, 6th fl., Richmond, Virginia, 23219. Notices shall be deemed effective five business days after such mailing.

Miscellaneous. (a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements.

(b) In the event of a claim or dispute, the law and regulations of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply. This Agreement and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

(c) No liability shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control.

(d) If any provision of this Agreement or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, or does not receive any governmental or regulatory approval required by law in any State or jurisdiction, then this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such State or jurisdiction.

(e) Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges for Services provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.

(f) Except as otherwise required by applicable law or regulation, the Services provided hereunder may not be resold by Customer.

Tariffs and Limitation of Liability. The terms and conditions that shall apply in connection with these Services, and the rights and liabilities of the parties, shall be as set forth herein and in all applicable tariffs now or hereafter filed with the applicable state regulatory commission and/or the Federal Communications Commission. In no event shall Verizon be liable for any special, indirect, incidental, or consequential damages arising in connection with this Agreement or the provision of any Services, whether claim is sought in contract, tort (including negligence), strict liability or otherwise. This Agreement (including the Exhibits attached hereto) and all applicable tariffs constitute the entire agreement between the parties and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

AGREED AND ACCEPTED:

THE SCHOOL BOARD OF AUGUSTA COUNTY, VIRGINIA

VERIZON VIRGINIA, INC.

By John W. Trissel, Jr.
Name/title John W. Trissel, Jr. TRC 4 Comm
Date 2/11/03

By Cynthia L. C. Wray
Name/title Cynthia L. C. Wray / RSM
Date 03/05/03



EXHIBIT

C

Verizon company name: Verizon Virginia Inc. (referred to in this Exhibit as "Verizon")

State: Virginia

Customer name: Augusta County Schools

ICB-M Case No.: 2003-238691

Customer must sign and date this Agreement on or before May 1, 2003 or the proposed Service arrangement and pricing will no longer be available. This Agreement shall not be considered fully executed until signed by both parties.

1. Services and Quantity Commitments. Customer agrees to purchase the following Services from Verizon at the rates set forth below and in quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, under separate individual case basis agreement or formal amendment to this Agreement.

<u>Quantity</u>	<u>Service Item</u>	<u>Monthly Unit Rate</u>	<u>Non-recurring Charge / Unit</u>
8	10 Mbps Transparent LAN Service	\$750.00	\$100.00
1	10 Mbps Switch Installation Charge	NA	\$52,000.00
1	100 Mbps Transparent LAN Service	\$2,000.00	\$100.00
1	100 Mbps Switch Installation Charge	NA	\$25,000.00

2. Effective Date/Regulatory Filing and Review. This Agreement, and any subsequent amendment(s), may be filed with the Virginia State Corporation Commission ("Commission") and become effective upon the in-service date defined below. This Agreement shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its lawful jurisdiction.

3. Service or Term Period. Customer shall purchase such Services for a period of forty eight (48) consecutive months from the in-service date. The in-service date shall be the date, on which Verizon's provisioning has been completed and the Service is available for Customer's use.

4. Termination Charges. If Customer cancels this Agreement in whole or in part or terminates any Services prior to the expiration of the Service Period, Customer shall pay to Verizon a termination charge equal to 100% of the applicable monthly rate for the terminated Service multiplied by the number of months remaining in the unexpired portion of the Service Period. Any such termination liability charge shall be due and payable in one lump sum within thirty (30) days of billing. If Customer terminates this Agreement subsequent to the execution of this Agreement by the Parties but prior to the in-service date, Customer shall pay to Verizon all costs incurred by Verizon for contract and service preparation. Termination charges will not apply if an exception contained in Verizon's applicable tariff applies.

5. Additional Provisions.

a. Conditions. The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.

b. Service Continuation. (i) If, at the time of expiration of the Service period, a new agreement with Verizon for the Services is not effective as defined above and Customer has not requested, in writing, discontinuance of the Services, then the Services will be reverted to applicable tariff or other Commission-authorized rate(s) for the minimum service commitment period available. The applicable tariff or other Commission-authorized arrangement will govern the service arrangement prospectively, including rates, terms and conditions, which may include charges for termination prior to the end of the minimum tariff service commitment period. If there is no applicable tariff or other Commission-authorized service arrangement, then the Service will be disconnected upon the expiration of the Service period for this Agreement if a new agreement is not effective as defined above.

(ii) If Customer indicates to Verizon in writing that it desires to negotiate a new contract to continue the Services provided for herein, this Agreement shall automatically be extended for a period not to exceed 60 days from the end of the initial term to allow the parties to finalize a new agreement. Written notice must be provided by Customer at least 30 days prior to the end of the original termination date.

c. Detariffing. In the event any of the Services are hereafter detariffed, then the terms of the tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference and shall continue to apply to the provision of the Service to the same extent as such tariffs applied hereunder prior to such detariffing.

d. Facilities. Additional charges may be required if suitable facilities are not available to provide Services at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only upon mutual



• written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then this Agreement will be subject to termination by Verizon without application of the termination charges described above.

e. Customer Responsibilities:

1. The Customer must provide a conduit/protected path for all fibers inside the building.
2. The Customer must provide conditioned power (surge protection) for the ESCON and network management equipment. Uninterrupted Power Supply (UPS) is highly recommended.
3. The Customer is responsible for any damage to the equipment due to power problems.
4. The Customer must contact the VBSC when power is being interrupted to prevent unnecessary personnel dispatches.
5. Customer must provide floor space for one 23"x12"x7'0" relay rack or 30"x30"x7'0" cabinet, or provide cabinet or relay rack space to mount the WSL equipment. This equipment may be wall mounted, customer must provide adequate wall space and power.
6. Customer must provide 110 VAC power for the equipment.
7. Customer must provide a UPS if required.
8. Customer must provide a building ground wire and general lighting in the vicinity of the equipment.

6. **Locations.** The Services shall be provided to Customer under the terms hereof at the following locations. Other Customer locations may be added to this Agreement only upon mutual assent of the parties.

Elementary Schools (10 MBPS):

Verona
G.K.Stump
Churchville

High Schools (10 MBPS):

Wilson Memorial
Riverhead
Fort Defiance
Buf Gap

Middle Schools(10 MBPS):

Beverly Manor

Technical Center (100 MBPS)



Verizon company name: Verizon Virginia Inc. (referred to in this Exhibit as "Verizon")

State: Virginia

Customer name: Augusta County Schools

ICB-M Case No.: 2003-238691

Customer must sign and date this Agreement on or before May 1, 2003 or the proposed Service arrangement and pricing will no longer be available. This Agreement shall not be considered fully executed until signed by both parties.

1. Services and Quantity Commitments. Customer agrees to purchase the following Services from Verizon at the rates set forth below and in quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, under separate individual case basis agreement or formal amendment to this Agreement.

<u>Quantity</u>	<u>Service Item</u>	<u>Monthly Unit Rate</u>	<u>Non-recurring Charge / Unit</u>
1	10 Mbps Transparent LAN Service	\$750.00	\$100.00
1	10 Mbps Special Construction- Craigsville Elementary	NA	\$2,926.20
1	10 Mbps Switch Installation Charge- Craigsville Elementary	NA	\$6,500.00

2. Effective Date/Regulatory Filing and Review. This Agreement, and any subsequent amendment(s), may be filed with the Virginia State Corporation Commission ("Commission") and become effective upon the in-service date defined below. This Agreement shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its lawful jurisdiction.

3. Service or Term Period. Customer shall purchase such Services for a period of forty eight (48) consecutive months from the in-service date. The in-service date shall be the date, on which Verizon's provisioning has been completed and the Service is available for Customer's use.

4. Termination Charges. If Customer cancels this Agreement in whole or in part or terminates any Services prior to the expiration of the Service Period, Customer shall pay to Verizon a termination charge equal to 100% of the applicable monthly rate for the terminated Service multiplied by the number of months remaining in the unexpired portion of the Service Period. Any such termination liability charge shall be due and payable in one lump sum within thirty (30) days of billing. If Customer terminates this Agreement subsequent to the execution of this Agreement by the Parties but prior to the in-service date, Customer shall pay to Verizon all costs incurred by Verizon for contract and service preparation. Termination charges will not apply if an exception contained in Verizon's applicable tariff applies.

5. Additional Provisions.

a. Conditions. The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.

b. Service Continuation. (i) If, at the time of expiration of the Service period, a new agreement with Verizon for the Services is not effective as defined above and Customer has not requested, in writing, discontinuance of the Services, then the Services will be reverted to applicable tariff or other Commission-authorized rate(s) for the minimum service commitment period available. The applicable tariff or other Commission-authorized arrangement will govern the service arrangement prospectively, including rates, terms and conditions, which may include charges for termination prior to the end of the minimum tariff service commitment period. If there is no applicable tariff or other Commission-authorized service arrangement, then the Service will be disconnected upon the expiration of the Service period for this Agreement if a new agreement is not effective as defined above.

(ii) If Customer indicates to Verizon in writing that it desires to negotiate a new contract to continue the Services provided for herein, this Agreement shall automatically be extended for a period not to exceed 60 days from the end of the initial term to allow the parties to finalize a new agreement. Written notice must be provided by Customer at least 30 days prior to the end of the original termination date.

c. Detariffing. In the event any of the Services are hereafter detariffed, then the terms of the tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference and shall continue to apply to the provision of the Service to the same extent as such tariffs applied hereunder prior to such detariffing.

d. Facilities. Additional charges may be required if suitable facilities are not available to provide Services at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to



provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then this Agreement will be subject to termination by Verizon without application of the termination charges described above. Due to the distance between Verizon's facilities and Customer specified locations, the Services set forth herein may not be deployable. In the event Verizon determines that the sites specified by Customer are beyond Verizon's capability to facilitate the provisioning of the Services, Verizon may terminate this Exhibit B without liability to Customer, and provide written notification thereof. Billing shall commence upon the successful installation of the Services.

e. Customer Responsibilities:

1. The Customer must provide a conduit/protected path for all fibers inside the building.
2. The Customer must provide conditioned power (surge protection) for the ESCON and network management equipment. Uninterrupted Power Supply (UPS) is highly recommended.
3. The Customer is responsible for any damage to the equipment due to power problems.
4. The Customer must contact the VBSC when power is being interrupted to prevent unnecessary personnel dispatches.
5. Customer must provide floor space for one 23"x12"x7'0" relay rack or 30"x30"x7'0" cabinet, or provide cabinet or relay rack space to mount the WSL equipment. This equipment may be wall mounted, customer must provide adequate wall space and power.
6. Customer must provide 110 VAC power for the equipment.
7. Customer must provide a UPS if required.
8. Customer must provide a building ground wire and general lighting in the vicinity of the equipment.

6. Locations. The Services shall be provided to Customer under the terms hereof at the following locations. Other Customer locations may be added to this Agreement only upon mutual assent of the parties.

Elementary Schools (10 MBPS):

Craigsville



Verizon company name: Verizon Virginia Inc. (referred to in this Exhibit as "Verizon")

State: Virginia

Customer name: Augusta County Schools

ICB-M Case No.: 2003-238691

Customer must sign and date this Agreement on or before May 1, 2003 or the proposed Service arrangement and pricing will no longer be available. This Agreement shall not be considered fully executed until signed by both parties.

1. Services and Quantity Commitments. Customer agrees to purchase the following Services from Verizon at the rates set forth below and in quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, under separate individual case basis agreement or formal amendment to this Agreement.

<u>Quantity</u>	<u>Service Item</u>	<u>Monthly Unit Rate</u>	<u>Non-recurring Charge / Unit</u>
1	10 Mbps Special Construction	NA	\$32,387.32
1	100 Mbps Special Construction	NA	\$1,498.00

2. Effective Date/Regulatory Filing and Review. This Agreement, and any subsequent amendment(s), may be filed with the Virginia State Corporation Commission ("Commission") and become effective upon the in-service date defined below. This Agreement shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its lawful jurisdiction.

3. Service or Term Period. Customer shall purchase such Services for a period of forty eight (48) consecutive months from the in-service date. The in-service date shall be the date, on which Verizon's provisioning has been completed and the Service is available for Customer's use.

4. Termination Charges. If Customer terminates this Agreement subsequent to the execution of this Agreement by the Parties but prior to the in-service date, Customer shall pay to Verizon all costs incurred by Verizon for contract and service preparation. Any such termination liability charge shall be due and payable in one lump sum within thirty (30) days of billing. Termination charges will not apply if an exception contained in Verizon's applicable tariff applies.

5. Additional Provisions.

a. Conditions. The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.

b. Service Continuation. (i) If, at the time of expiration of the Service period, a new agreement with Verizon for the Services is not effective as defined above and Customer has not requested, in writing, discontinuance of the Services, then the Services will be reverted to applicable tariff or other Commission-authorized rate(s) for the minimum service commitment period available. The applicable tariff or other Commission-authorized arrangement will govern the service arrangement prospectively, including rates, terms and conditions, which may include charges for termination prior to the end of the minimum tariff service commitment period. If there is no applicable tariff or other Commission-authorized service arrangement, then the Service will be disconnected upon the expiration of the Service period for this Agreement if a new agreement is not effective as defined above.

(ii) If Customer indicates to Verizon in writing that it desires to negotiate a new contract to continue the Services provided for herein, this Agreement shall automatically be extended for a period not to exceed 60 days from the end of the initial term to allow the parties to finalize a new agreement. Written notice must be provided by Customer at least 30 days prior to the end of the original termination date.

c. Detariffing. In the event any of the Services are hereafter detariffed, then the terms of the tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference and shall continue to apply to the provision of the Service to the same extent as such tariffs applied hereunder prior to such detariffing.

d. Facilities. Additional charges may be required if suitable facilities are not available to provide Services at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then this Agreement will be subject to termination by Verizon without application of the termination charges described above.



6. **Locations.** The Services shall be provided to Customer under the terms hereof at the following locations. Other Customer locations may be added to this Agreement only upon mutual assent of the parties.

Elementary Schools (10 MBPS):

Verona
G.K.Stump
Churchville

High Schools (10 MBPS):

Wilson Memorial
Riverhead
Fort Defiance
Buf Gap

Middle Schools(10 MBPS):

Beverly Manor

Technical Center (100 MBPS)





Universal Service Administrative Company
Schools & Libraries Division

FUNDING COMMITMENT DECISION LETTER

(Funding Year 2003: 07/01/2003 - 06/30/2004)

June 9, 2003

AUGUSTA COUNTY SCHOOL DISTRICT
JOHN W. TRISSEL, JR
69 JAMES ANDERSON ROAD
FISHERSVILLE, VA 22939

Re: Form 471 Application Number: 346753
Funding Year 2003: 07/01/2003 - 06/30/2004
Billed Entity Number: 126479
Applicant's Form Identifier: 010603

Thank you for your Funding Year 2003 E-rate application and for any assistance you provided throughout our review. Here is the current status of the funding request(s) featured in the Funding Commitment Report at the end of this letter.

- The amount, \$146,541.34 is "Approved".

Please refer to the Funding Commitment Report on the page following this letter for specific funding request decisions and explanations.

NEW FOR FUNDING YEAR 2003

The Important Reminders and Deadlines immediately preceding this letter are provided to assist you throughout the application process.

NEXT STEPS

- Review technology planning requirements
- Review CIPA Requirements
- File Form 486
- Invoice the SLD using the Form 474 (service providers) or Form 472 (Billed Entity)

FUNDING COMMITMENT REPORT

On the pages following this letter, we have provided a Funding Commitment Report for the Form 471 application cited above. The enclosed report includes a list of the Funding Request Number(s) (FRNs) from your application. The SLD is also sending this information to your service provider(s) so preparations can be made to begin implementing your E-rate discount(s) upon the filing of your Form 486. Immediately preceding the Funding Commitment Report, you will find a guide that defines each line of the Report.

TO APPEAL THIS DECISION:

If you wish to appeal the decision indicated in this letter, your appeal must be RECEIVED BY THE SCHOOLS AND LIBRARIES DIVISION (SLD) WITHIN 60 DAYS OF THE ABOVE DATE ON THIS LETTER. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and e-mail address (if available) for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Identify which Funding Commitment

Decision Letter (FCDL) you are appealing. Indicate the relevant funding year and the date of the FCDL. Your letter of appeal must also include the applicant name, the Form 471 Application Number, and the Billed Entity Number from the top of your letter.

3. When explaining your appeal, copy the language or text from the funding synopsis that is at the heart of your appeal, to allow the SLD to more readily understand and respond appropriately. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep copies of your correspondence and documentation.
4. Provide an authorized signature on your letter of appeal.

If you are submitting your appeal on paper, please send your appeal to: Letter of Appeal, Schools and Libraries Division, Box 125 - Correspondence Unit, 80 South Jefferson Road, Whippany, NJ 07981. Additional options for filing an appeal can be found in the "Appeals Procedure" posted in the Reference Area of the SLD web site or by contacting the Client Service Bureau. We encourage the use of either the e-mail or fax filing options to expedite filing your appeal.

While we encourage you to resolve your appeal with the SLD first, you have the option of filing an appeal directly with the Federal Communications Commission (FCC). You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be RECEIVED BY THE FCC WITHIN 60 DAYS OF THE ABOVE DATE ON THIS LETTER. Failure to meet this requirement will result in automatic dismissal of your appeal. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD web site or by contacting the Client Service Bureau. We strongly recommend that you use either the e-mail or fax filing options because of continued substantial delays in mail delivery to the FCC. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554.

NOTICE ON RULES AND FUNDS AVAILABILITY

Applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Universal Service Support Mechanism. Applicants who have received funding commitments continue to be subject to audits and other reviews that the SLD and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. The SLD may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by the SLD, the applicant, or the service provider. The SLD, and other appropriate authorities (including but not limited to USAC and the FCC), may pursue enforcement actions and other means of recourse to collect erroneously disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

Schools and Libraries Division
Universal Service Administrative Company

A GUIDE TO THE FUNDING COMMITMENT REPORT

A report for each E-rate funding request from your application is attached to this letter. We are providing the following definitions for the items in that report.

FORM 471 APPLICATION NUMBER: The unique identifier assigned to a Form 471 application by the SLD.

FUNDING REQUEST NUMBER (FRN): A Funding Request Number is assigned by the SLD to each Block 5 of your Form 471 once an application has been processed. This number is used to report to Applicants and Service Providers the status of individual discount funding requests submitted on a Form 471.

FUNDING STATUS: Each FRN will have one of the following definitions:

1. An FRN that is "Funded" will be approved at the level that the SLD determined is appropriate for that item. The funding level will generally be the level requested unless the SLD determines during the application review process that some adjustment is appropriate.
2. An FRN that is "Not Funded" is one for which no funds will be committed. The reason for the decision will be briefly explained in the "Funding Commitment Decision," and amplification of that explanation may be offered in the section, "Funding Commitment Decision Explanation." An FRN may be "Not Funded" because the request does not comply with program rules, or because the total amount of funding available for this Funding Year was insufficient to fund all requests.
3. An FRN that is "As Yet Unfunded" reflects a temporary status that is assigned to an FRN when the SLD is uncertain at the time the letter is generated whether there will be sufficient funds to make commitments for requests for Internal Connections at a particular discount level. For example, if your application included requests for discounts on both Telecommunications Services and Internal Connections, you might receive a letter with funding commitments for your Telecommunications Services funding requests and a message that your Internal Connections requests are "As Yet Unfunded." You would receive one or more subsequent letters regarding the funding decision on your Internal Connections requests.

SERVICES ORDERED: The type of service ordered from the service provider, as shown on Form 471.

SPIN (Service Provider Identification Number): A unique number assigned by the Universal Service Administrative Company to service providers seeking payment from the Universal Service Fund for participating in the universal service support mechanisms. A SPIN is also used to verify delivery of services and to arrange for payment.

SERVICE PROVIDER NAME: The legal name of the service provider.

CONTRACT NUMBER: The number of the contract between the eligible party and the service provider. This will be present only if a contract number was provided on Form 471.

BILLING ACCOUNT NUMBER: The account number that your service provider has established with you for billing purposes. This will be present only if a Billing Account Number was provided on Form 471.

EARLIEST POSSIBLE EFFECTIVE DATE OF DISCOUNT: The first possible date of service for which the SLD will reimburse service providers for the discounts for the service.

CONTRACT EXPIRATION DATE: The date the contract expires. This will be present only if a contract expiration date was provided on Form 471.

SITE IDENTIFIER: The Entity Number listed in Form 471, Block 5, Item 22a will be listed. This will appear only for "site specific" FRNs.

ANNUAL PRE-DISCOUNT AMOUNT FOR ELIGIBLE RECURRING CHARGES: Eligible monthly pre-discount amount approved for recurring charges multiplied by number of months of recurring service provided in the funding year.

ANNUAL PRE-DISCOUNT AMOUNT FOR ELIGIBLE NON-RECURRING CHARGES: Annual eligible non-recurring charges approved for the funding year.

PRE-DISCOUNT AMOUNT: Amount in Form 471, Block 5, Item 23I, as determined through the application review process.

DISCOUNT PERCENTAGE APPROVED BY THE SLD: This is the discount rate that the SLD has approved for this service.

FUNDING COMMITMENT DECISION: This represents the total amount of funding that the SLD has reserved to reimburse service providers for the approved discounts for this service for this funding year. It is important that you and the service provider both recognize that the SLD should be invoiced and the SLD may direct disbursement of discounts only for eligible, approved services actually rendered.

FUNDING COMMITMENT DECISION EXPLANATION: This entry may amplify the comments in the "Funding Commitment Decision" area.

FUNDING COMMITMENT REPORT

Form 471 Application Number: 346753
Funding Request Number: 933895 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001422 Service Provider Name: Verizon-Virginia, Inc.
Contract Number: N/A
Billing Account Number: 540-245-5169
Earliest Possible Effective Date of Discount: 07/01/2003
Contract Expiration Date: 02/11/2008
Annual Pre-discount Amount for Eligible Recurring Charges: \$115,044.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$121,313.00
Pre-discount Amount: \$236,357.00
Discount Percentage Approved by the SLD: 62%
Funding Commitment Decision: \$146,541.34 - FRN approved; modified by SLD
Funding Commitment Decision Explanation: The estimated one-time and/or monthly charge was changed to reflect the documentation provided by the applicant.



Universal Service Administrative Company
Schools & Libraries Division

FUNDING COMMITMENT DECISION LETTER

(Funding Year 2004: 07/01/2004 - 06/30/2005)

June 8, 2004

Gary R. Bryant
AUGUSTA COUNTY SCHOOL DISTRICT
69 James Anderson Road
Fishersville, VA 22939

Re: Form 471 Application Number: 411400
Funding Year 2004: 07/01/2004 - 06/30/2005
Billed Entity Number: 126479
Applicant's Form Identifier: 012804

Thank you for your Funding Year 2004 E-rate application and for any assistance you provided throughout our review. Here is the current status of the funding request(s) featured in the Funding Commitment Report at the end of this letter.

- The amount, \$123,307.64 is "Approved."

Please refer to the Funding Commitment Report on the page following this letter for specific funding request decisions and explanations.

The Important Reminders and Deadlines immediately preceding this letter are provided to assist you throughout the application process.

NEXT STEPS

- Review technology planning approval requirements
- Review CIPA Requirements
- File Form 486
- Invoice the SLD using the Form 474 (service providers) or Form 472 (Billed Entity)

FUNDING COMMITMENT REPORT

On the pages following this letter, we have provided a Funding Commitment Report for the Form 471 application cited above. The enclosed report includes a list of the Funding Request Number(s) (FRNs) from your application. The SLD is also sending this information to your service provider(s) so preparations can be made to begin implementing your E-rate discount(s) after you file your Form 486. Immediately preceding the Funding Commitment Report, you will find a guide that provides a definition for each line of the Report.

TO APPEAL THIS DECISION:

If you wish to appeal the decision indicated in this letter, your appeal must be received by the SLD or postmarked withing 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and e-mail address (if available) for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Identify which Funding Commitment Decision(s) you are appealing. Indicate the relevant funding year and the date of the FCDL. Your letter of appeal must also include the Billed Entity Name, the

Form 471 Application Number, and the Billed Entity Number from the top of your letter.

3. When explaining your appeal, copy the language or text from the Funding Commitment Report that is at the heart of your appeal, to allow the SLD to more readily understand your appeal and respond appropriately. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep copies of your correspondence and documentation.
4. Provide an authorized signature on your letter of appeal.

If you are submitting your appeal on paper, please send your appeal to: Letter of Appeal, Schools and Libraries Division, Box 125 - Correspondence Unit, 80 South Jefferson Road, Whippany, NJ 07981. Additional options for filing an appeal can be found in the "Appeals Procedure" posted in the Reference Area of the SLD web site or by contacting the Client Service Bureau. We encourage the use of either the e-mail or fax filing options.

While we encourage you to resolve your appeal with the SLD first, you have the option of filing an appeal directly with the Federal Communications Commission (FCC). You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received by the FCC or postmarked within 60 days of the above date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, sent to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD web site or by contacting the Client Service Bureau. We strongly recommend that you use either the e-mail or fax filing options.

NOTICE ON RULES AND FUNDS AVAILABILITY

Applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Universal Service Support Mechanism. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. The SLD may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by the SLD, the applicant, or the service provider. The SLD, and other appropriate authorities (including but not limited to USAC and the FCC), may pursue enforcement actions and other means of recourse to collect erroneously disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

Schools and Libraries Division
Universal Service Administrative Company

A GUIDE TO THE FUNDING COMMITMENT REPORT

A report for each E-rate funding request from your application is attached to this letter. We are providing the following definitions for the items in that report.

FORM 471 APPLICATION NUMBER: The unique identifier assigned to a Form 471 application by the SLD.

FUNDING REQUEST NUMBER (FRN): A Funding Request Number is assigned by the SLD to each Block 5 of your Form 471 once an application has been processed. This number is used to report to applicants and service providers the status of individual funding requests submitted on a Form 471.

FUNDING STATUS: Each FRN will have one of the following definitions:

1. An FRN that is "Funded" is approved at the level that the SLD determined is appropriate for this FRN. The funding level will generally be the level requested unless the SLD determines during the application review process that some adjustment is appropriate.
2. An FRN that is "Not Funded" is one for which no funds were committed. The reason for the decision will be briefly explained in the "Funding Commitment Decision Explanation." An FRN may be "Not Funded" because the request does not comply with program rules, or because the total amount of funding available for this Funding Year was insufficient to fund all requests.
3. An FRN that is "As Yet Unfunded" reflects a temporary status that is assigned to an FRN when the SLD is uncertain at the time the letter is generated whether there will be sufficient funds to make commitments for requests for Internal Connections at a particular discount level. For example, if your application included requests for discounts on both Telecommunications Services and Internal Connections, you might receive a letter with funding commitments for your Telecommunications Services funding requests and a message that your Internal Connections requests are "As Yet Unfunded." You would receive one or more subsequent letters regarding the funding decision on your Internal Connections requests.

SERVICES ORDERED: The type of service ordered from the service provider, as shown on your Form 471.

SPIN (Service Provider Identification Number): A unique number assigned by the Universal Service Administrative Company to service providers seeking payment from the Universal Service Fund for participating in the universal service support mechanisms. A SPIN is also used to verify delivery of services and to arrange for payment.

SERVICE PROVIDER NAME: The legal name of the service provider.

CONTRACT NUMBER: The number of the contract between the eligible party and the service provider. This will be present only if a contract number was provided on your Form 471.

BILLING ACCOUNT NUMBER: The account number that your service provider has established with you for billing purposes. This will be present only if a Billing Account Number was provided on your Form 471.

SERVICE START DATE: The date services were reported to start for this FRN on your Form 471.

CONTRACT EXPIRATION DATE: The date the contract expires. This will be present only if a contract expiration date was provided on your Form 471.

SITE IDENTIFIER: The Entity Number listed in Form 471, Block 5, Item 22a. This will be present only for "site specific" FRNs.

ANNUAL PRE-DISCOUNT AMOUNT FOR ELIGIBLE RECURRING CHARGES: Eligible monthly pre-discount amount approved for recurring charges multiplied by number of months of recurring service approved for the funding year.

ANNUAL PRE-DISCOUNT AMOUNT FOR ELIGIBLE NON-RECURRING CHARGES: Annual eligible non-recurring charges approved for the funding year.

PRE-DISCOUNT AMOUNT: Amount in Form 471, Block 5, Item 23I, as determined through the application review process.

DISCOUNT PERCENTAGE APPROVED BY THE SLD: The discount rate that the SLD has approved for this service.

FUNDING COMMITMENT DECISION: This represents the total amount of funding that the SLD has reserved to reimburse your service provider for the approved discounts for this service for this funding year. It is important that you and your service provider both recognize that the SLD should be invoiced and the SLD may direct disbursement of discounts only for eligible, approved services actually rendered.

FUNDING COMMITMENT DECISION EXPLANATION: This entry provides an explanation of the amount in the "Funding Commitment Decision."

FUNDING COMMITMENT REPORT

Form 471 Application Number: 411400
Funding Request Number: 1192065 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001406 Service Provider Name: NTELOS Telephone Inc. (f/k/a CEW)
Contract Number: N/A
Billing Account Number: 540-245-5169
Service Start Date: 07/01/2004
Contract Expiration Date: 06/30/2009
Annual Pre-discount Amount for Eligible Recurring Charges: \$67,896.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$67,896.00
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$40,058.64 - FRN approved; modified by SLD
Funding Commitment Decision Explanation: The category of service was changed from telecommunications to internet access in accordance with program rules.

Funding Request Number: 1192270 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001422 Service Provider Name: Verizon-Virginia, Inc.
Contract Number: N/A
Billing Account Number: 540-245-5169
Service Start Date: 07/01/2004
Contract Expiration Date: 06/30/2007
Annual Pre-discount Amount for Eligible Recurring Charges: \$141,000.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$100.00
Pre-discount Amount: \$141,100.00
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$83,249.00 - FRN approved as submitted

Schools and Libraries Universal Service Program

Services Ordered and Certification Form 471

Application Display

[Refresh Page](#)
[Close Print Preview](#)

Block 1: Billed Entity Information

Applicant's Form Identifier: 021405

471 Application Number: 468711

Funding Year: 07/01/2005 - 06/30/2006

Billed Entity Number: 126479

Cert. Postmark Date:

Form Status: INCOMPLETE

RAL Date:

Out of Window Letter Date:

Name: AUGUSTA COUNTY SCHOOL DISTRICT

Address: 69 JAMES ANDERSON ROAD

City: FISHERSVILLE State: VA Zip: 22939

Phone: 540-245-5100 Ext:

Fax: 540-245-5115

Contact Name: Gary R. Bryant

Address: 69 JAMES ANDERSON ROAD

City: FISHERSVILLE State: VA Zip: 22939

Contact Phone: 540-245-5138 Ext:

Contact Fax: 540-248-2230 Ext:

E-mail: gbryant@augusta.k12.va.us

Contact Mode: EMAIL

Alternate Contact Info.:

Type of Application: SCHOOL DISTRICT

Ineligible Orgs: N

Block 2: Impact of Services Ordered on Schools

Number of students to be served: 10912

SERVICE DESCRIPTION	BEFORE ORDER	AFTER ORDER
b Telephone service: Number of classrooms with phone service	0	0
c Dial-up Internet access: Number of connections (up to 56kbps)	0	0
d Direct broadband services: Number of buildings served at the following speeds:		
Less than 10 mbps	1	0
Between 10 mbps and 200 mbps	19	20
Greater than 200 mbps	0	0
e Direct connections to the Internet: Number of drops	740	740
f Number of classrooms with Internet access	740	740
g Number of computers or other devices with Internet access	3607	3607

Block 3: Impact of Services Ordered on Libraries

EXHIBIT

F

NOT APPLICABLE AS THIS APPLICATION IS FOR DISTRICT

Block 4: Worksheets

Worksheet A No: 699500 Student Count: 10912

Weighted Product (Sum. Column 8): 6523.3

Shared Discount: 60%

1. School Name: BEVERLEY MANOR ELEMENTARY SCH
2. Entity Number: 26373 NCES: 51 00300 116
3. Rural/Urban: Rural
4. Student Count: 356 5. NSLP Students: 168 6. NSLP Students/Students: 47.191%
7. Discount: 70% 8. Weighted Product: 249.2
9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N

1. School Name: BEVERLEY MANOR MIDDLE SCHOOL
2. Entity Number: 26374 NCES: 51 00300 02140
3. Rural/Urban: Rural
4. Student Count: 842 5. NSLP Students: 262 6. NSLP Students/Students: 31.116%
7. Discount: 60% 8. Weighted Product: 505.2
9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N

1. School Name: BUFFALO GAP HIGH SCHOOL
2. Entity Number: 26420 NCES: 51 00300 117
3. Rural/Urban: Rural
4. Student Count: 556 5. NSLP Students: 149 6. NSLP Students/Students: 26.798%
7. Discount: 60% 8. Weighted Product: 333.6
9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N

1. School Name: CASSELL ELEMENTARY SCHOOL
2. Entity Number: 24921 NCES: 51 00300 00118
3. Rural/Urban: Rural
4. Student Count: 452 5. NSLP Students: 108 6. NSLP Students/Students: 23.893%
7. Discount: 60% 8. Weighted Product: 271.2
9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N

1. School Name: CHURCHVILLE ELEMENTARY SCHOOL
2. Entity Number: 26384 NCES: 51 00300 119
3. Rural/Urban: Rural
4. Student Count: 324 5. NSLP Students: 111 6. NSLP Students/Students: 34.259%
7. Discount: 60% 8. Weighted Product: 194.4
9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N

1. School Name: CLYMORE ELEMENTARY SCHOOL
2. Entity Number: 26401 NCES: 05 00300
3. Rural/Urban: Rural
4. Student Count: 720 5. NSLP Students: 230 6. NSLP Students/Students: 31.944%
7. Discount: 60% 8. Weighted Product: 432
9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N

1. School Name: CRAIGSVILLE ELEMENTARY SCHOOL
2. Entity Number: 26396 NCES: 51 00300 00120
3. Rural/Urban: Rural
4. Student Count: 158 5. NSLP Students: 101 6. NSLP Students/Students: 63.924%
7. Discount: 80% 8. Weighted Product: 126.4
9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N

1. School Name: FORT DEFIANCE HIGH SCHOOL
2. Entity Number: 26400 NCES: 51 00300 00124
3. Rural/Urban: Rural
4. Student Count: 903 5. NSLP Students: 175 6. NSLP Students/Students: 19.379%
7. Discount: 50% 8. Weighted Product: 451.5
9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N

1. School Name: LADD ELEMENTARY SCHOOL
2. Entity Number: 24914 NCES: 51 00300 00125
3. Rural/Urban: Rural
4. Student Count: 338 5. NSLP Students: 109 6. NSLP Students/Students: 32.248%
7. Discount: 60% 8. Weighted Product: 202.8
9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N

1. School Name: NORTH RIVER ELEMENTARY SCHOOL
2. Entity Number: 24817 NCES: 51 00300 00127
3. Rural/Urban: Rural
4. Student Count: 278 5. NSLP Students: 101 6. NSLP Students/Students: 36.330%
7. Discount: 70% 8. Weighted Product: 194.6
9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N

1. School Name: RIVERHEADS ELEMENTARY SCHOOL
2. Entity Number: 26371 NCES: 51 00300 128
3. Rural/Urban: Rural
4. Student Count: 533 5. NSLP Students: 153 6. NSLP Students/Students: 28.705%
7. Discount: 60% 8. Weighted Product: 319.8
9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N

1. School Name: RIVERHEADS HIGH SCHOOL
2. Entity Number: 26372 NCES: 51 00300 00129
3. Rural/Urban: Rural
4. Student Count: 495 5. NSLP Students: 85 6. NSLP Students/Students: 17.171%
7. Discount: 50% 8. Weighted Product: 247.5
9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N

1. School Name: STEWART MIDDLE SCHOOL
2. Entity Number: 26399 NCES: 51 00300 01830
3. Rural/Urban: Rural
4. Student Count: 909 5. NSLP Students: 266 6. NSLP Students/Students: 29.262%
7. Discount: 60% 8. Weighted Product: 545.4
9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N

1. School Name: STUARTS DRAFT ELEMENTARY SCH
2. Entity Number: 26417 NCES: 51 00300 131
3. Rural/Urban: Rural
4. Student Count: 592 5. NSLP Students: 215 6. NSLP Students/Students: 36.317%
7. Discount: 70% 8. Weighted Product: 414.4
9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N

1. School Name: STUARTS DRAFT HIGH SCHOOL
2. Entity Number: 26419 NCES: 51 00300 132
3. Rural/Urban: Rural
4. Student Count: 782 5. NSLP Students: 133 6. NSLP Students/Students: 17.007%
7. Discount: 50% 8. Weighted Product: 391
9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N

1. School Name: STUARTS DRAFT MIDDLE SCHOOL
2. Entity Number: 26418 NCES: 51 00300 130
3. Rural/Urban: Rural
4. Student Count: 905 5. NSLP Students: 214 6. NSLP Students/Students: 23.646%

7. Discount: 60% 8. Weighted Product: 543
 9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N

1. School Name: STUMP ELEMENTARY SCHOOL
 2. Entity Number: 210777 NCES: 05 00300
 3. Rural/Urban: Rural
 4. Student Count: 347 5. NSLP Students: 75 6. NSLP Students/Students: 21.613%
 7. Discount: 60% 8. Weighted Product: 208.2
 9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N

1. School Name: VERONA ELEMENTARY SCHOOL
 2. Entity Number: 26422 NCES: 51 00300 00135
 3. Rural/Urban: Rural
 4. Student Count: 399 5. NSLP Students: 140 6. NSLP Students/Students: 35.087%
 7. Discount: 70% 8. Weighted Product: 279.3
 9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N

1. School Name: WILSON ELEMENTARY SCHOOL
 2. Entity Number: 24885 NCES: 51 00300 137
 3. Rural/Urban: Rural
 4. Student Count: 326 5. NSLP Students: 103 6. NSLP Students/Students: 31.595%
 7. Discount: 60% 8. Weighted Product: 195.6
 9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N

1. School Name: WILSON MEMORIAL HIGH SCHOOL
 2. Entity Number: 24886 NCES: 51 00300 138
 3. Rural/Urban: Rural
 4. Student Count: 697 5. NSLP Students: 170 6. NSLP Students/Students: 24.390%
 7. Discount: 60% 8. Weighted Product: 418.2
 9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N

Block 5: Discount Funding Request(s)

FRN: 1329089 FCDL Date:	
10. Original FRN:	
11. Category of Service: Internet Access	12. 470 Application Number: 144940000510591
13. SPIN: 143001406	14. Service Provider Name: NTELOS Telephone Inc.
15a. Non-Contracted tariffed/Month to Month Service:	15b. Contract Number: N/A
15c. Covered under State Master Contract:	15d. FRN from Previous Year: 1192270
16a. Billing Account Number: 540-245-5169	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 12/14/2004	18. Contract Award Date: 01/31/2001
19a. Service Start Date: 07/01/2005	19b. Service End Date:
20. Contract Expiration Date: 06/03/2006	
21. Attachment #: 1	22. Block 4 Worksheet No.: 699500
23a. Monthly Charges: \$13,733.00	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$13,733.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$164,796.00	
23f. Annual non-recurring (one-time) charges: \$.00	23g. Ineligible non-recurring amt.: \$.00

23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00
23i. Total program year pre-discount amount (23e + 23h): \$164,796.00
23j. % discount (from Block 4): 60
23k. Funding Commitment Request (23i x 23j): \$98,877.60

FRN: 1329308 FCDL Date:	
10. Original FRN:	
11. Category of Service: Internet Access	12. 470 Application Number: 144940000510591
13. SPIN: 143001422	14. Service Provider Name: Verizon-Virginia, Inc.
15a. Non-Contracted tariffed/Month to Month Service:	15b. Contract Number: N/A
15c. Covered under State Master Contract:	15d. FRN from Previous Year: 1192065
16a. Billing Account Number: 540-245-5169	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 12/14/2004	18. Contract Award Date: 02/21/2003
19a. Service Start Date: 07/01/2005	19b. Service End Date:
20. Contract Expiration Date: 06/30/2007	
21. Attachment #: 1	22. Block 4 Worksheet No.: 699500
23a. Monthly Charges: \$14,110.00	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$14,110.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$169,320.00	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$169,320.00	
23j. % discount (from Block 4): 60	
23k. Funding Commitment Request (23i x 23j): \$101,592.00	

Block 6: Certifications and Signature

<p>24. <input checked="" type="checkbox"/> I certify that the entities listed in Block 4 of this application are eligible for support because they are: (check one or both)</p> <p>a. <input checked="" type="checkbox"/> schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. Secs. 7801(18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or</p> <p>b. <input type="checkbox"/> libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools including, but not limited to elementary, secondary schools, colleges, or universities</p>	
<p>25. <input checked="" type="checkbox"/> I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed in this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).</p>	
a.	<p>Total funding year pre-discount amount on this Form 471 (Add the entities from Item 23i on all Block 5 Discount Funding Requests.)</p> <p>\$334,116.00</p>

b.	Total funding commitment request amount on this Form 471 (Add the entities from Items 23K on all Block 5 Discount Funding Requests.)	\$200,469.60
c.	Total applicant non-discount share (Subtract Item 25b from Item 25a.)	\$133,646.40
d.	Total budgeted amount allocated to resources not eligible for E-rate support	\$0.00
e.	Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resources necessary to make effective use of the discounts. (Add Items 25c and 25d.)	\$133,646.40
f.	<input type="checkbox"/> Check this box if you are receiving any of the funds in Item 25e directly from a service provider listed on any Forms 471 filed by this Billed Entity for this funding year, or if a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds in Items 25e.	

26. ☒ I certify that all of the schools and libraries or library consortia listed in Block 4 of this application are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, and an SLD-certified technology plan approver, prior to the commencement of service. The plans are written at the following level(s):

- a. ☒ an individual technology plan for using the services requested in this application; and/or
- b. ☒ higher-level technology plan(s) for using the services requested in this application; or
- c. ☐ no technology plan needed; applying for basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only.

27. ☒ I certify that I posted my Form 470 and (if applicable) made my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology plan goals.

28. ☒ I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

29. ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k). Additionally, I certify that the Billed Entity has not received anything of value or a promise of anything of value, other than services and equipment requested under this form, from the service provider(s) or any representative or agent thereof or any consultant in connection with this request for services.

30. ☒ I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts covering all of the services listed on this Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

31. ☒ I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

32. ☒ I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

33. ☒ I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of this program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under the Title 18 of the United States Code, 18

U.S.C. Sec. 1001 and civil violations of the False Claims Act.

34. ☒ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

35. ☒ I certify that if any of the Funding Requests on this Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the cost of the contract to eligible and ineligible companies as required by the Commission's rules at 47 C.F.R. Sec. 54.504(g)(1),(2).

36. ☒ I certify that this funding request does not constitute a request for internal connections services, except basic maintenance services, in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years beginning with Funding Year 2005 as required by the Commission's rules at 47 C.F.R. Sec. 54.506(c).

37. ☒ I certify that the non-discounted portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services features on this Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

40. Printed name of authorized person **Gary R. Bryant**

41. Title or position of authorized person **Technology Coordinator**

42a. Street Address, P.O Box or Route Number **69 James Anderson Road
Fishersville, VA 22939**

42b. Telephone number of authorized person: **(540) 245-5138**

42c. Fax number of authorized person: **(540) 223-2230**

42d. E-mail of authorized person: **gbryant@augusta.k12.va.us**

42e. Name of authorized person's employer **Augusta County Schools**

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Gary R. Bryant

From: SelectiveTeam [SelectiveTeam@sl.universalservice.org]
Sent: Tuesday, April 12, 2005 11:29 AM
To: Gary Bryant@15402482230
Cc: gbryant@augusta.k12.va.us
Subject: Erate Application #468711 ***AUGUSTA COUNTY SCHOOL DISTRICT

Attachments: Jesse Johnson.vcf



Jesse Johnson.vcf
(247 B)

Date: 4/12/05

Dear, Gary Bryant

AUGUSTA COUNTY SCHOOL DISTRICT

540-245-5138

Application Number - 468711

The my group is Program Integrity Assurance (PIA) team is in the process of reviewing all Form 471 Applications for schools and libraries discounts to ensure that they are in compliance with the rules of the federal universal service program. We are currently in the process of reviewing your Funding Year 2005 Form 471 Application., and in order t To complete our review, we need some additional information. The information needed to complete the PIA review is listed below.

For FRN(s) 1329089 & 1329308, the documentation provided in the Item 21 Attachments does not support the amount you are requesting. The rules of this support mechanism require that the funding request must be supported in order to determine the eligibility of your request. Please provide itemized vendor documents to support the amount requested on your Form 471.

Any documentation provided should clearly identify any ineligible charges that were cost allocated out of your request. If you are requesting additional dollars to accommodate expected growth or increased usage, please indicate how you estimated the amount requested on the Form 471. Please provide any relevant documentation that was used to determine the charges included in this request

If you are unable to justify the charges requested on your Form 471, the request may be reduced or denied.

For FRN 1329089, the Contract Award Date (1/31/01) for the services requested is before the Allowable Contract Date (12/14/04) of the cited Form 470.

For FRN 1329308, the Contract Award Date (2/21/03) for the services requested is before the Allowable Contract Date (12/14/04) of the cited Form 470.

The rules of this support mechanism require that the CAD be after the ACD. Please answer the following question, and provide the requested documentation as indicated:

Please provide a copy of the full contract, signed and dated by both parties, to verify the correct CAD, and also verify if the referenced Form 470 is the establishing Form 470 for the services to the entity on this Form 471. If the referenced Form 470 is NOT the establishing Form 470, please provide the 15-digit Form 470 Number that did establish the bidding for the FRN. The establishing Form 470 is the specific Form 470, which was posted for that particular service for 28 days, and pursuant to which a contract was signed or an agreement was entered into. For a request in the Basic Maintenance service category, it is possible that the establishing 470 was filed under an Internal Connections service category. The establishing 470 could have been posted by the State, if the requested services are being purchased off of a State Master Contract. If the contract is a State Master Contract, you do not have to submit a copy of the signed contract if that contract is available online or has already been submitted to PIA. Please provide us with the contract name and number of the State Master Contract. If you have already submitted the relevant contract information in connection with another review, please provide the application number involved so that we can locate the documentation in our files.

For FRN(s) 1329089 & 1329308 for Internet Access services, please certify that the services will only be delivered to eligible users at eligible locations. The rules of this support mechanism do not allow for services or products to be provided to residential homes or other non-school/library facilities (i.e., students and teachers may not dial in from home to access the Internet; there can be no community access, etc). If this funding request for Internet Access is strictly limited to services used only at eligible locations by eligible users, then please certify in writing the following:

"The Internet Access service for which I seek discounts will be strictly limited to providing services only at eligible locations and used only by eligible users. Access to the Internet will not be provided to homes or other non-school or non-library sites."

(Signed) _____

(Name) _____

(Title) _____

(Date) _____

The above certification must be word for word, and be signed and dated. If you are unable to make such a certification, because the statement is not correct, please indicate such.

For the entity (or entities), listed below, we do not have the associated FCC Registration Number (FCC RN). The FCC, in its Fifth Report and Order, requires that all

entities that currently participate in the Schools and Libraries Support Mechanism have an FCC Registration Number. This requirement applies to schools, libraries, non-instructional facilities, consortium leaders, service providers and consultants. AUGUSTA COUNTY SCHOOL DISTRICT Entity# 126479

If you already have an FCC Registration Number for this entity, please provide that FCC Registration Number.

If you do not yet have an FCC Registration Number, you can obtain one by applying to the FCC, at <http://www.fcc.gov> <<http://www.fcc.gov/>> . Click on link for CORES (Commission Registration System), or go directly at the FCC CORES registration site at <https://svartifoss2.fcc.gov/cores/CoresHome.html>.

After obtaining the FCC Registration Number, please provide the FCC Registration Number.

If you are providing FCC RN for multiple entities, we request that you send the data electronically (entity number, FCC RN) preferably in a spreadsheet.

Additional guidance on this topic and filing tips are located in the Reference area of our website, under "FCC Registration Numbers."

You will need your Taxpayer Identification Number (TIN) to obtain an FCC Registration Number. Many entities can have the same TIN (for example, individual schools in a school district). For some employers, including state and local government agencies and non-profit organizations, the TIN is the IRS-issued Employer Identification Number (EIN).

Please fax or e-mail the requested information to my attention. If you have any questions, please feel free to contact me.

It is important that we receive all of the information requested so we can complete our review. Failure to do so may result in a reduction or denial of funding.

Should you wish to cancel this application, or any of your individual funding requests, please clearly indicate in your response that it is your intention to cancel an application or funding request(s); along with the application number and/or funding request number(s), and the complete name, title and signature of the authorized individual.

Please send the requested information within seven calendar days. If you need additional time to prepare your response, please let me know as soon as possible.

Thank you for cooperation and continued support of the Universal Service Program.

Sincerely,

PIA reviewer name

Schools and Libraries Division

Program Integrity Assurance

Phone: 973-

FAX: 973-

e-mail address @sl.universalservice.org

Paul Missman

From: Paul Missman [pmissman@augusta.k12.va.us]
Sent: Monday, April 25, 2005 8:50 AM
To: 'jjohnso@necaservices.com'
Cc: Deborah Wheeler; Gary Bryant
Subject: E-Rate - Augusta County Schools

Jesse,

I faxed the certification form from Gary Bryant this morning.

I faxed the copy of the bills last Thursday.

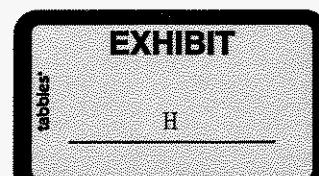
I applied for an FCC number this morning. Our FCC ID is 0011-8251-71.

I have meetings scheduled the rest of the day. I'll start getting the contract signature pages together tomorrow.

Please email me your phone number so I can call if I have any questions.

Thanks,

Paul Missman
Network Engineer
Augusta County Schools
540-245-5158



Paul Missman

From: Paul Missman [pmissman@augusta.k12.va.us]
Sent: Tuesday, April 26, 2005 10:09 AM
To: 'SelectiveTeam'
Cc: Gary Bryant; Deborah Wheeler
Subject: RE: Erate - Augusta County Schools

Jesse,

The final thing we need to discuss is the discrepancy between the contract award dates and the allowable contract date for FRNs 1329089 and 1329308.

I believe the problem here is that you are expecting these to be single year contracts, when, in fact, they are multi-year contracts. Therefore, the award dates were both before the dates you were expecting.

If needed, I can hunt up the contract signature pages, but it would simply show that the award date was, in fact, before the allowable contract date, as you have already stated.

Also, if you have last year's files, you probably have in your possession the signature pages, or perhaps the complete contracts, as this question came up last year also.

Let me know if you actually need me to get the signature pages.

Other than that, I believe we have satisfied all of your concerns with respect to our application.

Thanks,

Paul Missman
Tech Center
Augusta County Schools
540-245-5158

P.S. I'm sending this to "Selective Team" as all email to jjohnso@necaservices.com appears to be undeliverable today.

Augusta County Schools
540-245-5158

-----Original Message-----

From: SelectiveTeam [mailto:SelectiveTeam@sl.universalservice.org]
Sent: Wednesday, May 18, 2005 3:22 PM
To: gary bryant@15402482230
Cc: Gary Bryant
Subject: Erate Application #468711 ***Augusta County School District

Date: 5/18/05

Dear, Gary Bryant

AUGUSTA COUNTY SCHOOL DISTRICT

540-245-5138

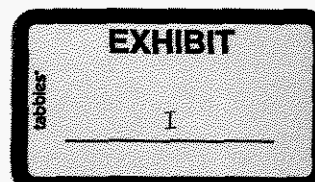
Application Number - 468711

The my group isProgram Integrity Assurance (PIA) team is in the process of reviewing all Form 471 Applications for schools and libraries discounts to ensure that they are in compliance with the rules of the federal universal service program. We are currently in the process of reviewing your Funding Year 2005 Form 471 Application., and in order t To complete our review, we need some additional information. The information needed to complete thePIA review is listed below.

For FRN(s) 1329089 & 1329308, the documentation provided in the Item 21 Attachments does not support the amount you are requesting. The rules of this support mechanism require that the funding request must be supported in order to determine the eligibility of your request. Please provide itemized vendor documents to support the amount requested on your Form 471.

Any documentation provided should clearly identify any ineligible charges that were cost allocated out of your request. If you are requesting additional dollars to accommodate expected growth or increased usage, please indicate how you estimated the amount requested on the Form 471. Please provide any relevant documentation that was used to determine the charges included in this request

If you are unable to justify the charges requested on your Form 471, the



request may be reduced or denied.

For FRN 1329089, the Contract Award Date (1/31/01) for the services requested is before the Allowable Contract Date (12/14/04) of the cited Form 470.

For FRN 1329308, the Contract Award Date (2/21/03) for the services requested is before the Allowable Contract Date (12/14/04) of the cited Form 470.

The rules of this support mechanism require that the CAD be after the ACD. Please answer the following question, and provide the requested documentation as indicated:

Please provide a copy of the full contract, signed and dated by both parties, to verify the correct CAD, and also verify if the referenced Form 470 is the establishing Form 470 for the services to the entity on this Form 471. If the referenced Form 470 is NOT the establishing Form 470, please provide the 15-digit Form 470 Number that did establish the bidding for the FRN. The establishing Form 470 is the specific Form 470, which was posted for that particular service for 28 days, and pursuant to which a contract was signed or an agreement was entered into. For a request in the Basic Maintenance service category, it is possible that the establishing 470 was filed under an Internal Connections service category. The establishing 470 could have been posted by the State, if the requested services are being purchased off of a State Master Contract. If the contract is a State Master Contract, you do not have to submit a copy of the signed contract if that contract is available online or has already been submitted to PIA. Please provide us with the contract name and number of the State Master Contract. If you have already submitted the relevant contract information in connection with another review, please provide the application number involved so that we can locate the documentation in our files.

Please send a signed copy of the contracts

- 1 -
Please fax or e-mail the requested information to my attention. If you have any questions, please feel free to contact me.

It is important that we receive all of the information requested so we can complete our review. Failure to do so may result in a reduction or denial of funding.

Should you wish to cancel this application, or any of your individual funding requests, please clearly indicate in your response that it is your intention to cancel an application or funding request(s); along with the application number and/or funding request number(s), and the complete name, title and signature of the authorized individual.

Please send the requested information within seven calendar days. If you need additional time to prepare your response, please let me know as soon as possible.

Thank you for cooperation and continued support of the Universal Service Program.

Sincerely,

Jesse Johnson
Schools and Libraries Division
Program Integrity Assurance
Phone: 973-884-8379

FAX: 973-599-6576

jjohnso@sl.universalservice.org

Paul Missman

From: Paul Missman [pmissman@augusta.k12.va.us]
Sent: Friday, May 20, 2005 3:08 PM
To: 'Johnson, Jesse'
Cc: 'Gary Bryant'; 'Deborah Wheeler'
Subject: RE: Erate Application #468711 ***Augusta County School District

Jesse,

Ok. I've just faxed the signature pages from both the Ntelos and Verizon contracts, showing both parties signatures.

Paul Missman
Tech Center
Augusta County Schools
540-245-5158

-----Original Message-----

From: Johnson, Jesse [mailto:JJOHNSO@sl.universalservice.org]
Sent: Friday, May 20, 2005 1:55 PM
To: Paul Missman
Cc: Gary Bryant; Deborah Wheeler
Subject: RE: Erate Application #468711 ***Augusta County School District

Paul,

Forgive me, the portion regarding item 21 documentation, you are to disregard. However, the contract is still an issue. You submitted a contract that only had one signature. I will need a copy of a contract that details both parties' signatures.

-----Original Message-----

From: Paul Missman [mailto:pmissman@augusta.k12.va.us]
Sent: Friday, May 20, 2005 1:49 PM
To: Johnson, Jesse
Cc: Gary Bryant; Deborah Wheeler
Subject: FW: Erate Application #468711 ***Augusta County School District

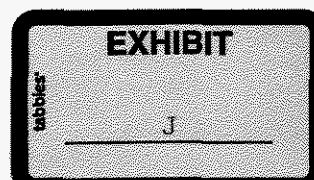
Jesse,

I'm a bit mystified as to why you are asking for this same information again. We provided all of this in a series of emails dated 4/21/05 - 4/26/05 from myself and Gary Bryant. The only thing I can think of is that your old email account was disconnected, so the first of the emails was sent to your email account and the balance of them had to be sent to the SelectiveTeam email account.

If you cannot find a copy of the information, I can cut and paste all of it into one email and send it again. Please let me know right away, as I am about to leave for vacation, and will not return until 3 June 2005.

Thanks,

Paul Missman
Tech Center



Augusta County Schools
540-245-5158

-----Original Message-----

From: SelectiveTeam [mailto:SelectiveTeam@sl.universalservice.org]
Sent: Wednesday, May 18, 2005 3:22 PM
To: gary bryant@15402482230
Cc: Gary Bryant
Subject: Erate Application #468711 ***Augusta County School District

Date: 5/18/05

Dear, Gary Bryant

AUGUSTA COUNTY SCHOOL DISTRICT

540-245-5138

Application Number - 468711

The my group isProgram Integrity Assurance (PIA) team is in the process of reviewing all Form 471 Applications for schools and libraries discounts to ensure that they are in compliance with the rules of the federal universal service program. We are currently in the process of reviewing your Funding Year 2005 Form 471 Application., and in order t To complete our review, we need some additional information. The information needed to complete thePIA review is listed below.

For FRN(s) 1329089 & 1329308, the documentation provided in the Item 21 Attachments does not support the amount you are requesting. The rules of this support mechanism require that the funding request must be supported in order to determine the eligibility of your request. Please provide itemized vendor documents to support the amount requested on your Form 471.

Any documentation provided should clearly identify any ineligible charges that were cost allocated out of your request. If you are requesting additional dollars to accommodate expected growth or increased usage, please indicate how you estimated the amount requested on the Form 471. Please provide any relevant documentation that was used to determine the charges included in this request

If you are unable to justify the charges requested on your Form 471, the

request may be reduced or denied.

For FRN 1329089, the Contract Award Date (1/31/01) for the services requested is before the Allowable Contract Date (12/14/04) of the cited Form 470.

For FRN 1329308, the Contract Award Date (2/21/03) for the services requested is before the Allowable Contract Date (12/14/04) of the cited Form 470.

The rules of this support mechanism require that the CAD be after the ACD.

Please answer the following question, and provide the requested documentation as indicated:

Please provide a copy of the full contract, signed and dated by both parties, to verify the correct CAD, and also verify if the referenced Form 470 is the establishing Form 470 for the services to the entity on this Form 471. If the referenced Form 470 is NOT the establishing Form 470, please provide the 15-digit Form 470 Number that did establish the bidding for the FRN. The establishing Form 470 is the specific Form 470, which was posted for that particular service for 28 days, and pursuant to which a contract was signed or an agreement was entered into. For a request in the Basic Maintenance service category, it is possible that the establishing 470 was filed under an Internal Connections service category. The establishing 470 could have been posted by the State, if the requested services are being purchased off of a State Master Contract. If the contract is a State Master Contract, you do not have to submit a copy of the signed contract if that contract is available online or has already been submitted to PIA. Please provide us with the contract name and number of the State Master Contract. If you have already submitted the relevant contract information in connection with another review, please provide the application number involved so that we can locate the documentation in our files.

Please send a signed copy of the contracts

Please fax or e-mail the requested information to my attention. If you have any questions, please feel free to contact me.

It is important that we receive all of the information requested so we can complete our review. Failure to do so may result in a reduction or denial of funding.

Should you wish to cancel this application, or any of your individual funding requests, please clearly indicate in your response that it is your intention to cancel an application or funding request(s); along with the application number and/or funding request number(s), and the complete name, title and signature of the authorized individual.

Please send the requested information within seven calendar days. If you need additional time to prepare your response, please let me know as soon as possible.

Thank you for cooperation and continued support of the Universal Service Program.

Sincerely,

Jesse Johnson

Schools and Libraries Division

Program Integrity Assurance

Phone: 973-884-8379

FAX: 973-599-6576

jjohnso@sl.universalservice.org

Augusta County Schools
FACSIMILE COVER SHEET

To: Jesse Johnson
Company: E-Rate
Phone:
Fax: 973-599-6576

From: Paul Missman
Phone: (540) 245-5139
Fax: (540) 248-2230

Date: 5/26/05
Pages including this Cover Page: 2

Comments:

Jesse,

Attached is the signature page from the Ntelos contract. As you can see, it is a 5 year contract. The actual sig date is 1/31/03, versus 1/31/01 as per your email. However the award date sequence is the same. I've called Verizon, and will get that page to you as soon as possible.

EXHIBIT

tabbies

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Dedicated Internet Service Agreement

1154 Shenandoah Village Drive, Waynesboro, VA 22990



Store/Market:	Salesperson ID: 10157	Contract Number:
Account Number:	Approval:	
User Information and Service Address		
Customer Name: <u>Augusta County Public Schools</u> <small>First MI Last</small>	Company Name: <u>Augusta County Public Schools</u> <small>For Business Accounts Only</small>	
Physical Address: <u>69 James Anderson Rd.</u> <small>Cannot be PO Box. Must be physical Address</small>	City, State, Zip: <u>Fishersville, Va. 22939</u>	
County:	City, Town or County of Primary Usage: <u>6 John Lewis Rd.</u>	
Business Address: <u>Fishersville, Va. 22939</u> <small>Only if different from Physical Address</small>	City, State, Zip: <u>Fishersville, Va. 22939</u>	
Home No.: _____ <small>(if applicable)</small>	Daytime No.: <u>245-5142</u> <small>(required)</small>	
Internet User Name and Password (if applicable)		Payment Method
Desired User Name: _____ <small>Up to 8 characters in length, no capital letters</small>	Visa: _____ Discover: _____	
Password: _____ <small>Up to 8 characters in length, no capital letters</small>	Master Card: _____ AMEX: _____	
Service Rate Plan		Card No.: _____
Rate Plan Name: <u>10 Meg Internet</u>	EXP Date: _____	
Service Rate \$: <u>\$ 2,500.00</u>	Bank Draft (Please include voided check)	
Length: Monthly _____ 1 Year _____	Routing Number: _____ <small>(9 digits)</small>	
2 Year _____ 3 Year _____	Bank Number: _____	
5 Year <u>X</u>	Bill To Account: _____	
Early Termination Fee: <u>Customer Initials</u>	Purchase Order No.: _____	
Customer agrees to remain a subscriber of NTELOS service on the above referenced plan (or higher) for the above referenced period from the date hereof. In partial consideration for customer's commitment, NTELOS agrees to discount and/or furnish the customer with the above referenced promotion. If prior to the end of the commitment period, customer terminates service for any reason or is disconnected for cause, customer agrees to pay NTELOS the difference between the contracted rate and the month to month rate multiplied by the number of months service was received.	Tax Exempt: Yes _____ No _____	
	Tax ID: _____	
Customer E-mail Addresses (customer owned domain may be used instead of @ntelos.net)		
Real Name: _____	_____@ntelos.net	
E-Mail User: (up to 21 characters in length, no capital letters) _____	Password: _____	
User Name: _____	_____	
Real Name: _____	_____@ntelos.net	
E-Mail User: (up to 21 characters in length, no capital letters) _____	Password: _____	
User Name: _____	_____	
Real Name: _____	_____@ntelos.net	
E-Mail User: (up to 21 characters in length, no capital letters) _____	Password: _____	
User Name: _____	_____	
Notes / Special Situations / Promotions (use separate sheet for additional Notes and Special Situations if needed)		
Rate Adaptive ethernet: Customer will be charged for average throughput used 90% of billing cycle, with a 10 megabit minimum (rate floor). Maximum throughput is double the rate of the floor		
Financial Responsibility		
Signature, Terms and Conditions: My signature hereunder acknowledges that I have read and understand the terms and conditions stated above and on the back and that I have agreed to those terms. I authorize any person or consumer reporting agency to compile.		
<u>Mike Baker</u> Sales Representative's Signature	<u>1/31/03</u> Date	<u>John W. Trissel, Jr.</u> Responsible Party's Signature
<u>Mike Baker</u> Sales Representative's Name (Print)	<u>10157</u>	<u>John W. Trissel, Jr.</u> Responsible Party's Name (Print)
(Signing indicates that Representative has verified customer ID via current picture ID)		
Sales Person: Forward a copy of this form, when completed, to NTELOS Sales Engineering for processing. Provide a signed copy of all pages of this contract to the customer.		

Augusta County Schools
FACSIMILE COVER SHEET

To: Jesse Johnson
Company: E-Rate
Phone:
Fax: 973-599-6576

From: Paul Missman
Phone: (540) 245-5139
Fax: (540) 248-2230

Date: 5/20/05
Pages including this Cover Page:

Comments:

Jesse,

Here is the signature page from
the Verizon contract.

Paul



SERVICE AGREEMENT (Intrastate ICB)

Customer Name	Augusta County Schools	("Customer")	Main Billing Tel. No:	540-245-5142
and address:	69 James Anderson Rd., Fishersville, Va., 22939		ICB Case No.	2003-238691

Services. Customer hereby requests and agrees to purchase from the undersigned Verizon company ("Verizon") the services identified in Exhibits A, B, & C attached to this Agreement, and as further described in Verizon's applicable tariffs, (the "Services") for the service period stated in the attached Exhibit applicable to such Service (the "Service Period"), subject to Verizon's receipt of any necessary regulatory and other governmental approvals required to provide the Services under the terms hereof. The Services will be provided under the terms of this Agreement to the Customer locations specified in the attached Exhibit(s).

Charges. Customer will pay the rates and charges set forth in the attached Exhibit(s) and shall also pay all applicable taxes, fees, and charges, including Federal End User Common Line Charges, charged pursuant to applicable law, regulations, or tariffs in connection with the Services. If Customer cancels or terminates this Agreement or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon termination charges as set forth in the applicable Exhibit(s). Any tariffed back billing limitations otherwise applicable to the Services shall not apply under this Agreement.

Notices. Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Customer at the address specified above, and to Verizon at Verizon National Contracts Repository, MC:HQW02L25, 700 Hidden Ridge, Irving, TX, 75038, with a copy to Regional Sales Mgr., 600 East Main Street, 6th flr., Richmond, Virginia, 23219. Notices shall be deemed effective five business days after such mailing.

Miscellaneous. (a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements.

(b) In the event of a claim or dispute, the law and regulations of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply. This Agreement and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

(c) No liability shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control.

(d) If any provision of this Agreement or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, or does not receive any governmental or regulatory approval required by law in any State or jurisdiction, then this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such State or jurisdiction.

(e) Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges for Services provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.

(f) Except as otherwise required by applicable law or regulation, the Services provided hereunder may not be resold by Customer.

Tariffs and Limitation of Liability. The terms and conditions that shall apply in connection with these Services, and the rights and liabilities of the parties, shall be as set forth herein and in all applicable tariffs now or hereafter filed with the applicable state regulatory commission and/or the Federal Communications Commission. In no event shall Verizon be liable for any special, indirect, incidental, or consequential damages arising in connection with this Agreement or the provision of any Services, whether claim is sought in contract, tort (including negligence), strict liability or otherwise. This Agreement (including the Exhibits attached hereto) and all applicable tariffs constitute the entire agreement between the parties and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

AGREED AND ACCEPTED:

THE SCHOOL BOARD OF AUGUSTA COUNTY, VIRGINIA

By John W. Trissel, Jr.
Name/title John W. Trissel, Jr. Tech. Dir.
Date 7/21/03

VERIZON VIRGINIA, INC.

By Cynthia L. C. Wray
Name/title Cynthia L. C. Wray / KSM
Date 8/25/2003





Universal Service Administrative Company
Schools & Libraries Division

FUNDING COMMITMENT DECISION LETTER
(Funding Year 2005: 07/01/2005 - 06/30/2006)

July 7, 2005

Gary R. Bryant
AUGUSTA COUNTY SCHOOL DISTRICT
69 JAMES ANDERSON ROAD
FISHERSVILLE, VA 22939

Re: Form 471 Application Number: 468711
Funding Year 2005: 07/01/2005 - 06/30/2006
Billed Entity Number: 126479
Billed Entity FCC RN: 11825171
Applicant's Form Identifier: 021405

Thank you for your Funding Year 2005 E-rate application and for any assistance you provided throughout our review. Here is the current status of the funding request(s) featured in the Funding Commitment Report at the end of this letter.

- The amount, \$171,644.98 is "Denied."

Please refer to the Funding Commitment Report on the page following this letter for specific funding request decisions and explanations.

The Important Reminders and Deadlines immediately preceding this letter are provided to assist you throughout the application process.

NEXT STEPS

- Work with your service provider to determine if you will receive discounted bills or if you will request reimbursement from USAC after paying your bills in full
- Review technology planning approval requirements
- Review CIPA Requirements
- File Form 486
- Invoice the SLD using the Form 474 (service provider) or Form 472 (Billed Entity) - as products and services are being delivered and billed

FUNDING COMMITMENT REPORT

On the pages following this letter, we have provided a Funding Commitment Report for the Form 471 application cited above. The enclosed report includes a list of the Funding Request Number(s) (FRNs) from your application. The SLD is also sending this information to your service provider(s) so preparations can be made to begin implementing your E-rate discount(s) after you file your Form 486. Immediately preceding the Funding Commitment Report, you will find a guide that provides a definition for each line of the Report.

TO APPEAL THIS DECISION:

If you wish to appeal a decision in this letter, your appeal must be received by the SLD or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and (if available) e-mail address for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Include the following to identify the letter and the decision you are appealing:
 - Appellant name,
 - Applicant name and service provider name, if different from appellant,

EXHIBIT

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- Applicant BEN and service provider SPIN,
- Form 471 Application Number as assigned by the SLD,
- "Funding Commitment Decision Letter for Funding Year 2005," AND
- The exact text or the decision that you are appealing.

3. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal, including any correspondence and documentation.
4. If you are the applicant, please provide a copy of your appeal to the service provider(s) affected by the SLD's decision. If you are the service provider, please provide a copy of your appeal to the applicant(s) affected by the SLD's decision.
5. Provide an authorized signature on your letter of appeal.

To submit your appeal to the SLD by e-mail, use the "Submit a Question" feature on our web site at www.sl.universalservice.org. Click "Continue," choose "Appeals" from the Topics Inquiry on the lower portion of your screen, and click "Go" to begin your appeal submission. The system will prompt you through the process. The SLD will automatically reply to incoming e-mails to confirm receipt.

To submit your appeal to the SLD by fax, fax your appeal to (973) 599-6542.

To submit your appeal to the SLD on paper, send your appeal to:

Letter of Appeal
 Schools and Libraries Division
 Box 125 - Correspondence Unit
 80 South Jefferson Road
 Whippany, NJ 07981

While we encourage you to resolve your appeal with the SLD first, you have the option of filing an appeal directly with the Federal Communications Commission (FCC). You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received by the FCC or postmarked within 60 days of the above date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. We strongly recommend that you use either the electronic filing options described in the "Appeals Procedure" posted in the Reference Area of our web site. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554.

NOTICE ON RULES AND FUNDS AVAILABILITY

Applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Universal Service Support Mechanism. Applicants who have received funding commitments continue to be subject to audits and other reviews that the Universal Service Administrative Company (USAC) and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. The SLD may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by the SLD, the applicant, or the service provider. The SLD, and other appropriate authorities (including but not limited to USAC and the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

Schools and Libraries Division
 Universal Service Administrative Company

A GUIDE TO THE FUNDING COMMITMENT REPORT

A report for each E-rate funding request from your application is attached to this letter. We are providing the following definitions for the items in that report.

FORM 471 APPLICATION NUMBER: The unique identifier assigned to a Form 471 application by the SLD.

FUNDING REQUEST NUMBER (FRN): A Funding Request Number is assigned by the SLD to each Block 5 of your Form 471. This number is used to report to applicants and service providers the status of individual funding requests submitted on a Form 471.

FUNDING STATUS: Each FRN will have one of the following definitions:

1. An FRN that is "Funded" is approved at the level that the SLD determined is appropriate for this FRN. The funding level will generally be the level requested unless the SLD determines during the application review process that some adjustment is appropriate.
2. An FRN that is "Not Funded" is one for which no funds were committed. The reason for the decision will be briefly explained in the "Funding Commitment Decision Explanation." An FRN may be "Not Funded" because the request does not comply with program rules, or because the total amount of funding available for this Funding Year was insufficient to fund all requests.
3. An FRN that is "As Yet Unfunded" reflects a temporary status that is assigned to an FRN when the SLD is uncertain at the time the letter is generated whether there will be sufficient funds to make commitments for requests for Internal Connections at a particular discount level. For example, if your application included requests for discounts on both Telecommunications Services and Internal Connections, you might receive a letter with funding commitments for your Telecommunications Services funding requests and a message that your Internal Connections requests are "As Yet Unfunded." You would receive one or more subsequent letters regarding the funding decision on your Internal Connections requests.

CATEGORY OF SERVICE: The type of service ordered from the service provider, as shown on your Form 471.

FORM 470 APPLICATION NUMBER: The Form 470 Application Number associated with this FRN from Block 5, Item 12 of the Form 471.

SPIN (Service Provider Identification Number): A unique number assigned by the Universal Service Administrative Company to service providers seeking payment from the Universal Service Fund for participating in the universal service support mechanisms. A SPIN is also used to verify delivery of services and to arrange for payment.

SERVICE PROVIDER NAME: The legal name of the service provider.

CONTRACT NUMBER: The number of the contract between the eligible party and the service provider. This will be present only if a contract number was provided on your Form 471.

BILLING ACCOUNT NUMBER: The account number that your service provider has established with you for billing purposes. This will be present only if a Billing Account Number was provided on your Form 471.

SERVICE START DATE: The Service Start Date for this FRN from Block 5, Item 19 of your Form 471.

CONTRACT EXPIRATION DATE: The Contract Expiration Date for this FRN from Block 5, Item 20b of your Form 471. This will be present only if a contract expiration date was provided on your Form 471.

SITE IDENTIFIER: The Entity Number listed in Form 471, Block 5, Item 22a. This will be present only for "site specific" FRNs.

NUMBER OF MONTHS RECURRING SERVICE PROVIDED IN FUNDING YEAR: The number of months of service that has been approved in the funding year. This will be present only for recurring services.

ANNUAL PRE-DISCOUNT AMOUNT FOR ELIGIBLE RECURRING CHARGES: Eligible monthly pre-discount amount approved for recurring charges multiplied by number of months of recurring service approved for the funding year.

ANNUAL PRE-DISCOUNT AMOUNT FOR ELIGIBLE NON-RECURRING CHARGES: Annual eligible non-recurring charges approved for the funding year.

PRE-DISCOUNT AMOUNT: Amount in Form 471, Block 5, Item 23I, as determined through the application review process.

DISCOUNT PERCENTAGE APPROVED BY THE SLD: The discount rate that the SLD has approved for this service.

FUNDING COMMITMENT DECISION: This represents the total amount of funding that the SLD has reserved to reimburse your service provider for the approved discounts for this service for this funding year. It is important that you and your service provider both recognize that the SLD should be invoiced and the SLD may direct disbursement of discounts only for eligible, approved services actually rendered.

FUNDING COMMITMENT DECISION EXPLANATION: This entry provides an explanation of the amount in the "Funding Commitment Decision."

FCDL DATE: The date of this Funding Commitment Decision Letter (FCDL).

WAVE NUMBER: The wave number assigned to FCDLs issued on this date.

FUNDING COMMITMENT REPORT
Billed Entity Name: AUGUSTA COUNTY SCHOOL DISTRICT
BEN: 126479
Funding Year: 2005

Form 471 Application Number: 468711
Funding Request Number: 1329089
Funding Status: Not Funded
Category of Service: Internet Access
Form 470 Application Number: 144940000
SPIN: 143001406
Service Provider Name: NTELOS Telephone Inc.
Contract Number: N/A
Billing Account Number: 540-245-5169
Service Start Date: 07/01/2005
Contract Expiration Date: 06/03/2006
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$116,754.96
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$116,754.96
Discount Percentage Approved by the SLD: N/A
Funding Commitment Decision: \$0.00 - 28 Day Waiting Period Violated
Funding Commitment Decision Explanation: A contract for a new service was signed prior to the required 28-day waiting period computed from the date of the posting of the Form 470 to the SLD Web Site.

FCDL Date: 07/07/2005
Wave Number: 002

Funding Request Number: 1329308
Funding Status: Not Funded
Category of Service: Internet Access
Form 470 Application Number: 144940000
SPIN: 143001422
Service Provider Name: Verizon Virginia Inc.
Contract Number: N/A
Billing Account Number: 540-245-5169
Service Start Date: 07/01/2005
Contract Expiration Date: 06/30/2007
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$169,320.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$169,320.00
Discount Percentage Approved by the SLD: N/A
Funding Commitment Decision: \$0.00 - 28 Day Waiting Period Violated
Funding Commitment Decision Explanation: A contract for a new service was signed prior to the required 28-day waiting period computed from the date of the posting of the Form 470 to the SLD Web Site.

FCDL Date: 07/07/2005
Wave Number: 002

IMPORTANT REMINDERS & DEADLINES

Billed Entity Number : 126479

Name of Billed Entity: AUGUSTA COUNTY SCHOOL DISTRICT

The following information is provided to assist you throughout the application process. We recommend that you keep it in an easily accessible location and that you share it with the appropriate members of your organization.

FCC REGISTRATION NUMBERS (FCC RNs) - Effective November 1, 2004, the FCC's Fifth Order (FCC 04-190 released August 13, 2004) requires E-rate program participants to have FCC Registration Numbers. Please continue to review our web site for additional guidance.

FORM 486 DEADLINE - The Form 486 must be postmarked no later than 120 days after the Service Start Date you report on the Form 486 or no later than 120 days after the date of the Funding Commitment Decision Letter, whichever is later. If you are required to have a Technology Plan, that plan must cover all 12 months of the funding year. You must indicate the name of the SLD-Certified Technology Plan Approver (TPA) prior to the commencement of discounted services for this funding year. You must indicate the name of the SLD-Certified TPA who approved your plan in your Form 486, and you must retain your approval letter and documentation of your monitoring of the progress toward your stated goals.

CHILDREN'S INTERNET PROTECTION ACT (CIPA) - Please review the CIPA guidance in the Form 486 Instructions, Section II, "IMPACT OF CIPA REQUIREMENTS ON FORM 486."

INVOICE DEADLINE - Invoices must be postmarked no later than 120 days after the last date to receive service - including extensions - or 120 days after the date of the Form 486 Notification Letter, whichever is later. Invoices should not be submitted until the invoiced products and services are being delivered and billed, and (for BEAR Forms) the provider has been paid.

OBLIGATION TO PAY NON-DISCOUNT PORTION - Applicants are required to pay the non-discount portion of the cost of the products and/or services. Service providers are required to bill applicants for the non-discount portion. The FCC has stated that requiring applicant to pay their share ensures efficiency and accountability in the program. FCC 04-190 concluded that a presumptively reasonable timeframe for a beneficiary to pay its non-discount share is 90 days after the completion of services. If you are using a trade-in as part of your non-discount portion, please refer to the web site for more information.

DOCUMENTATION RETENTION - FCC rules require that documents demonstrating compliance with the statute and Commission rules must be retained for a period of at least five years after the last day of service delivered. See "Document Retention Requirements" in FCC 04-190 for a descriptive list of many of the documents you must retain.

SUSPENSION AND DEBARMENT - Persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the Schools and Libraries Support Mechanism are subject to suspension and debarment from the program.

FREE SERVICES ADVISORY - Applicants and service providers are prohibited from using the Schools and Libraries Support Mechanism to subsidize the procurement of ineligible or unrequested products and services, or from participating in arrangements that have the effect of providing a discount level to applicants greater than that to which applicants are entitled.

Complete program information - including more information on these reminders - is posted to the SLD section of the USAC web site at www.sl.universalservice.org. You may also contact the SLD Client Service Bureau by e-mail using the "Submit a Question" link on the web site, by fax at 1-888-276-8736 or by phone at 1-888-203-8100.

From:

Gary R. Bryant
Augusta County School District
69 James Anderson Road
Fishersville, Va. 22939
540-245-5138
FAX: 540-248-2230

To:

USAC
Schools and Libraries Division
FAX: 973-599-6542

Date: 12 July 2005

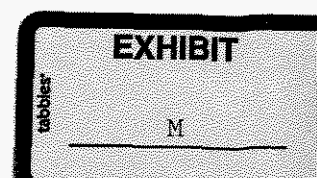
APPEAL LETTER

According to your letter of 7 July 2005, funding requests for both service providers have been rejected for web site posting date violations. What we must explain to you, once again, as we have done every year for the past several, is that these are multi-year contracts. The Verizon contract was signed 02/21/2003, and the Ntelos contract was signed 01/31/2003. We use multi-year contracts, because it is less expensive to procure these services using multi-year agreements than it would be on a year-to-year basis. The SLD forms do not have a way to indicate multi-year agreements, and therefore, we constantly have to explain this to SLD, both at application time and for reimbursement. Is there any way that the forms could be modified in the future to allow for multi-year agreements?

Provided with this FAX are the signature pages for both contracts, in support of our appeal, along with the pertinent page from the SLD funding rejection letter.

Thanks for your attention to this matter,

Gary R. Bryant



FUNDING COMMITMENT REPORT
Billed Entity Name: AUGUSTA COUNTY SCHOOL DISTRICT
BEN: 126479
Funding Year: 2005

Form 471 Application Number: 468711
Funding Request Number: 1329089
Funding Status: Not Funded
Category of Service: Internet Access
Form 470 Application Number: 144940000
SPIN: 143001406
Service Provider Name: NTELOS Telephone Inc.
Contract Number: N/A
Billing Account Number: 540-245-5169
Service Start Date: 07/01/2005
Contract Expiration Date: 06/03/2006
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$116,754.96
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$116,754.96
Discount Percentage Approved by the SLD: N/A
Funding Commitment Decision: \$0.00 - 28 Day Waiting Period Violated
Funding Commitment Decision Explanation: A contract for a new service was signed prior to the required 28-day waiting period computed from the date of the posting of the Form 470 to the SLD Web Site.

FCDL Date: 07/07/2005
Wave Number: 002

Funding Request Number: 1329308
Funding Status: Not Funded
Category of Service: Internet Access
Form 470 Application Number: 144940000
SPIN: 143001422
Service Provider Name: Verizon Virginia Inc.
Contract Number: N/A
Billing Account Number: 540-245-5169
Service Start Date: 07/01/2005
Contract Expiration Date: 06/30/2007
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$169,320.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$169,320.00
Discount Percentage Approved by the SLD: N/A
Funding Commitment Decision: \$0.00 - 28 Day Waiting Period Violated
Funding Commitment Decision Explanation: A contract for a new service was signed prior to the required 28-day waiting period computed from the date of the posting of the Form 470 to the SLD Web Site.

FCDL Date: 07/07/2005
Wave Number: 002

Paul Missman

From: Paul Missman [pmissman@augusta.k12.va.us]
Sent: Friday, September 23, 2005 3:12 PM
To: 'JREILLY@sl.universalservice.org'
Cc: Gary Bryant; Deborah Wheeler
Subject: RE: AUGUSTA APP 468711 ESTABLISHING 470

Judi,

Gary Bryant had forwarded your query to me for response.

We had answered this question for Ed Hosler of your organization back in July. I'm pasting the appropriate portion of my emails with Ed directly below. This should answer your question as to the applicable Form 470 for the referenced Verizon contract.

Paul Missman
Technology Center
Augusta County Schools
540-245-5158

-----Begin Insert-----

Ed,

The contract, for 5 years, was let in early 2003. Therefore, the effective Form 470 for the bid was 542580000435951.

Thanks for your patience. If there is anything else you need from us, please let us know.

Also, Deborah, who handles all these forms, wanted to know if we need to file another 470 next year, or is it only required in 2007-2008, when we put the contracts up for rebid?

Thanks,

Paul

-----Original Message-----

From: Hosler, Ed [mailto:EHOSLER@sl.universalservice.org]
Sent: Monday, July 18, 2005 3:07 PM
To: Paul Missman
Cc: Gary Bryant; Deborah Wheeler
Subject: RE: SLD E-rate request - 2004 Form 471# 411400, FRN 1192065 - follow-up for 470#

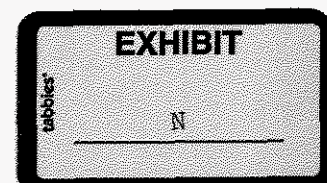
Paul:

Thank you for your response. Please refer to my original e-mail and respond to the request pertaining to the proper establishing 470; I need to be sure the one that was referenced is accurate.

Thanks again,
Ed Hosler
SLD

-----Original Message-----

From: Paul Missman [mailto:pmissman@augusta.k12.va.us]
Sent: Monday, July 18, 2005 9:57 AM



To: Hosler, Ed
Cc: Gary Bryant; Deborah Wheeler
Subject: RE: SLD E-rate request - 2004 Form 471# 411400, FRN 1192065

Ed,

Attached is the contract for Ntelos. Both our Ntelos and Verizon contracts began in early 2003, so we wouldn't be looking to put them up for re-bid until 2008.

Paul

-----End Insert-----

Begin forwarded message:

> From: "Reilly, Judi" <JREILLY@sl.universalservice.org>
> Date: September 22, 2005 10:18:05 AM EDT
> To: <gbryant@augusta.k12.va.us>
> Subject: AUGUSTA APP 468711 ESTABLISHING 470
>
>
> Gary,
>
>
>
> As discussed on the phone, please provide me with the establishing
> Form
> 470 number for the Verizon contract dated 2/21/03. This date is
> considered the Contract Award Date. A contract can not be signed
> before what is called the Allowable Contract Date. Hence, the Form
> 470 number you provide should indicate a ACD that is prior to 2/21/03.
>
>
>
> Thank you,
>
>
>
> Judi
>
>
>
>
> Judi Reilly
>
> Associate Manager - Initial Reviewer
>
> Schools and Libraries
>
> (p) 973 884-8307
>
> (f) 973 599-6578
>
> jreilly@sl.universalservice.org
>
>
>
> This message (including any attachments) contains confidential
> information intended for a specific individual and purpose, and is

> protected by law. If you are not the intended recipient, you should
> delete this message. Any disclosure, copying, or distribution of this
> message, or the taking of any action based on it, is strictly
> prohibited.

>
>
>
>

Paul Missman

From: Paul Missman [pmissman@augusta.k12.va.us]
Sent: Tuesday, July 19, 2005 10:22 AM
To: 'Hosler, Ed'
Cc: 'Gary Bryant'; 'Deborah Wheeler'
Subject: RE: SLD E-rate request - 2004 Form 471# 411400, FRN 1192065 - follow-up for 470#

Ed,

The contract, for 5 years, was let in early 2003. Therefore, the effective Form 470 for the bid was 542580000435951.

Thanks for your patience. If there is anything else you need from us, please let us know.

Also, Deborah, who handles all these forms, wanted to know if we need to file another 470 next year, or is it only required in 2007-2008, when we put the contracts up for rebid?

Thanks,

Paul

-----Original Message-----

From: Hosler, Ed [mailto:EHOSLER@sl.universalservice.org]
Sent: Monday, July 18, 2005 3:07 PM
To: Paul Missman
Cc: Gary Bryant; Deborah Wheeler
Subject: RE: SLD E-rate request - 2004 Form 471# 411400, FRN 1192065 - follow-up for 470#

Paul:

Thank you for your response. Please refer to my original e-mail and respond to the request pertaining to the proper establishing 470; I need to be sure the one that was referenced is accurate.

Thanks again,
Ed Hosler
SLD

-----Original Message-----

From: Paul Missman [mailto:pmissman@augusta.k12.va.us]
Sent: Monday, July 18, 2005 9:57 AM
To: Hosler, Ed
Cc: Gary Bryant; Deborah Wheeler
Subject: RE: SLD E-rate request - 2004 Form 471# 411400, FRN 1192065

Ed,

Attached is the contract for Ntelos. Both our Ntelos and Verizon contracts began in early 2003, so we wouldn't be looking to put them up for re-bid until 2008.

Paul

-----Original Message-----

From: Hosler, Ed [mailto:EHOSLER@sl.universalservice.org]

Sent: Friday, July 15, 2005 1:39 PM
To: Paul Missman
Cc: Gary Bryant; Deborah Wheeler
Subject: RE: SLD E-rate request - 2004 Form 471# 411400, FRN 1192065

Paul:

Hello Paul, thanks for the response. I'll keep an eye out for the contract you are going to forward. With systems we are using now, we are trying to take advantage of stored documentation that we have already received. In this situation, I am specifically requesting this because although the services appeared to be the same compared to a contract we already had I needed to be sure because the FRNs had different contract dates listed.

Thanks,
-Ed

-----Original Message-----

From: Paul Missman [mailto:pmissman@augusta.k12.va.us]
Sent: Friday, July 15, 2005 1:15 PM
To: Hosler, Ed
Cc: Gary Bryant; Deborah Wheeler
Subject: RE: SLD E-rate request - 2004 Form 471# 411400, FRN 1192065

Ed,

The applicable contract was signed with Ntelos on 1/31/2003. It is a multi-year contract, as we have found that it is more cost effective to procure service under multi-year agreements. I'll send you a copy of the contract, once I have scanned it into electronic document form. This will save me having to find the originals for each request from SLD.

There seems to be some general misunderstanding on the part of SLD that our contracts are multi-year contracts, as we find ourselves having to send this same information repeatedly. Can your system provide a reference number for this proof, so that we do not have to continuously re-submit this information?

Thanks for any relief you can provide on this.

Paul Missman
Network Engineer
Augusta County Schools
540-245-5158

Begin forwarded message:

> From: "Hosler, Ed" <EHOSLER@sl.universalservice.org>
> Date: July 14, 2005 8:35:27 AM EDT
> To: <gbryant@augusta.k12.va.us>
> Subject: SLD E-rate request - 2004 Form 471# 411400, FRN 1192065
>
>
> Mr. Bryant:
>
> Although your district has already been funded on its 2004 Form

> 471,
> application# 411400, specifically FRN 192065, an issue has come to our
> attention that must be addressed as part of a post-commitment review.
> For the FRN noted above, please provide me with a full copy of the
> contract. In addition, please verify if the referenced Form 470 is
> the
> establishing Form 470 for this service. If the referenced Form
> 470# of
> 174720000472159
> <<http://204.76.11.167/Stars/exceptions/redirect.asp?appid=472159>> is
> NOT the establishing Form 470 please provide the 15-digit Form 470
> Number that did establish the bidding for this service. The
> establishing Form 470 is the specific Form 470, which was posted for
> that particular service for 28 days, and pursuant to which a contract
> was signed or an agreement was entered into. The establishing Form 470
> could have been posted by the State, if the requested services are
> being
> purchased off of a State Master Contract.
>
> You can e-mail your reply or else fax me at the number below. If you
> have any questions about this request please do not hesitate to e-mail
> me or call me at the number below. Thanks in advance for your timely
> response.
>
> Thanks again,
>
> Ed Hosler
>
> Phone: 973-428-7351
>
> Fax: 973-599-6512
>
>
>
>



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2005-2006

October 18, 2005

Gary R. Bryant
Augusta County School District
69 James Anderson Road
Fishersville, VA 22939

Re: Applicant Name: AUGUSTA COUNTY SCHOOL DISTRICT
Billed Entity Number: 126479
Form 471 Application Number: 468711
Funding Request Number(s): 1329089, 1329308
Your Correspondence Dated: July 12, 2005

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of SLD's Funding Year 2005 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of SLD's decision. The date of this letter begins the 60-day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 1329089, 1329308
Decision on Appeal: **Denied**
Explanation:

- On appeal, you dispute the SLD's denial of these funding requests for posting violations. You state that the funding requests are covered under multi-year contracts. You further state that the SLD forms do not have a way to indicate multi-year agreements, so you constantly have to explain this to SLD, both at application time and for reimbursement. You have included the signature pages of both contracts in support of your appeal.
- Upon review of the appeal and its relevant documentation, it was determined that the documentation provided in support of your Form 471 application indicates that you signed contracts for new services prior to the Allowable Contract Date (12/14/2004) of the cited Form 470 144940000510591. You were contacted during application review and advised that the Contract Award Dates were prior

to the Allowable Contract Date of the cited Form 470. You were also asked to provide copies of the full contracts, signed and dated by both parties, to verify the correct CAD, and also verify if the referenced Form 470 is the establishing Form 470 for the services to the entity on this Form 471. If the referenced Form 470 was not the establishing Form 470, you were asked to provide the 15-digit Form 470 Number that did establish the bidding for the funding requests. Your response included signature pages of the contracts and verified that the cited Form 470 was the establishing Form 470 used to post these services for competitive bid. You have not claimed that this Form 471 relates to a different Form 470 other than the Form 470 indicated above. Therefore, your application did not comply with the competitive bidding requirement that your Form 470 be posted on the website for 28 days prior to your signing a contract for services or entering into an agreement for new services.

- The Item 21 attachments you provided in support of your Form 471 application, or documentation provided during review of your application, show that you selected your vendor prior to the allowable contract date of the cited Form 470 144940000510591. Consequently, SLD denies your appeal because your application did not comply with the competitive bidding requirement that your Form 470 be posted on the web site for 28 days prior to signing a contract or entering into an agreement for new products and/or services.
- You selected your vendor for new services prior to the expiration of the 28-day posting period. FCC rules require that except under limited circumstances, all Forms 470 received be posted on the USAC web site for 28 days, and that applicants carefully consider all bids received before selecting a vendor, entering into an agreement or signing a contract, and signing and submitting a Form 471. 47 C.F.R. §§ 54.504; 54.511(a) and (c). FCC rules further require that the Administrator send the applicant a confirmation when the Form 470 has been posted, and inform the applicant of the earliest date upon which they may sign a contract with the vendor it selects. 47 C.F.R. § 54.504(b)(4). These competitive bidding requirements help to ensure that applicants receive the lowest pre-discount price from vendors. See Federal-State Joint Board on Universal Service, CC Docket No. 96-45, *Order on Reconsideration*, 12 FCC Rcd 10095, p. 10098; FCC 97-246 ¶ 9 (rel. Jul. 10, 1997). New services include tariff telecommunications services that are NOT subject to an existing, binding, written contract.

If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either the SLD or the FCC. For appeals that have been denied in full, partially approved, dismissed, or canceled, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD web site or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division
Universal Service Administrative Company

Gary R. Bryant
Augusta County School District
69 James Anderson Road
Fishersville, VA 22939

Billed Entity Number: 126479
Form 471 Application Number: 468711
Form 486 Application Number:

Graphics Off



The Universal Service Administrative Company

Home

High Cost

Low Income

Rural Health Care

Schools & Libraries

Overview

About the SLD

Training & Outreach

2005 Training

WebEx Recordings

Training Presentations

Submit a Question

Site Visits

Schools & Libraries News Briefs

Applicants

Process Flowchart

Timetable/Deadlines

Audits

Service Providers

Conference Calls

Provider Manual

Invoicing

Disbursements

Audits

Tools

Commitments Search

Data Requests

Form 471 Application Status

Billed Entity Search

SPIN Search

FRN Extensions

Eligible Products Database

Forms

Applicants PIN Request System

Apply Online

Applicant Forms

Provider Forms

SL Main > Reference Area > Tips for Completing Your Form 470

Tips for Completing Your Form 470**Tip 1. File Form 470 Online****Tip 2. File Form 470 Any Time During the Program Year****Tip 3. Only File ONCE for Each New Contract, and File Annually for Tariffed and Month-to-Month Services****Tip 4. Review the Minimum Processing Standards for the Form 470****Tip 5. Remember the Technology Plan Requirement****Tip 6. When an Request for Proposal (RFP) is Available****Tip 7. Online Filers: How to Successfully Submit your Form 470 Online**

Tip 1. File Your Form 470 Online – Using the online Form 470 for filing your E-rate application saves time and minimizes data entry errors. The SLD system validates the answers you data enter for each item, which means your application is less likely to need extensive problem resolution clean up. Form 470 applications that are successfully filed online also post faster to the SLD web site. You may access the online Form 470 by clicking the "Apply Online" button on the [SLD web site](#).

Tip 2. File Your Form 470 at Any Time During the Program Year –You may file the Form 470 at any time during the program year. In other words, there is not a limited timeframe (or "Window Filing Period") for submitting your Form 470 to the SLD. This allows you greater flexibility in initiating procurement processes while still allowing you to comply with E-rate competitive bidding requirements.

For Year 4, your Form(s) 470 must be posted early enough to achieve the 28-day posting period before filing and signing the Form 471, Block 6, Certifications and Signature which must be postmarked no later than January 18, 2001 in order to be inside the Year 4 window.

Tip 3. Only File Form 470 ONCE for Each New Contract, and File Form 470 Annually for Tariffed and Month-to-**QUICK LINK****Apply Online**

- [Reference Ar](#)
- [Appeals](#)
- [Eligible Servi List](#)
- [Changes & Corrections](#)
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- [Site Visits](#)

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EXHIBIT

P

tabbles

Month Services – Multi-year contracts require only one Form 470 to be filed when procurement begins. Each Form 470 has a unique number, to which you will refer in your annual Form 471 applications. PLEASE NOTE that you must file a Form 470 each year for discounts on tariffed services, such as telecommunications services, and for discounts on services billed on a month-to-month basis, such as some internet services and cell phone service.

Tip 4. Review the Minimum Processing Standards for the Form 470 – The Minimum Processing Standards (or MPS) are the procedures that the SLD uses to review your application when w it is first received. Your application must pass the Minimum Processing Standards in order for data entry of your application to begin. Be sure to review the Form 470 Minimum Processing Standards and Filing Requirement posted in the Reference Area of this web site.

Tip 5. Technology Plan Requirement – Don't forget that you must have an approved technology plan (or be seeking approval on a technology plan) when you file the Form 470. The only exception to this rule is if you are applying for discounts only on basic local and long distance telephone service and for no other services. In that limited case, you are not required to complete and obtain approval of a technology plan.

Tip 6. When a Request for Proposal (RFP) is Available – If you are applying for E-rate discounts and you have developed a Request for Proposals (RFP) specifying the services you are seeking, you do not need to detail these services on the Form 470. In Block 2, Items 8 or 9 or 10, simply check box A and include the URL (web site address) where your RFP is posted, OR check box B and indicate which person to contact to obtain the RFP.

Tip 7. Online Filers: How to Successfully Submit your Form 470 Online – Follow these simple steps to make sure your Form 470 is successfully submitted to the SLD:

1. After you have completed each block, print a copy of the screen for your records.
2. Provide the appropriate answers in Block 5, Items 19-29
3. Print a copy of this screen for your records.
4. Click the "Next" button to move on to the next page, which features special instructions.
5. On this special instructions page, read all the instructions and then click the "Next" button at the bottom of the screen. By clicking "Next" you are simultaneously releasing your completed application to the SLD for posting, AND viewing a complete version of Block 5 of your Form 470. This version represents the Block 5 information as it appears in the SLD database. Clicking "Next" will prevent any further changes to the

Clicking "Next" will prevent any further changes to the application. Please be sure that you are satisfied that all entries to the Form 470 are correct and you are fully authorized to release this form for posting before clicking "Next" on this page.

6. Print a copy of this Block 5 Certification and Signature page, ask the authorized person to sign Item 25 with an original ink signature, and submit it to the SLD either manually, by mail, express delivery or U.S. Postal Service Return Receipt Requested.

For regular mail, submit Form 470 to:

SLD – Form 470
P.O. Box 7026
Lawrence, Kansas 66044-7026

For express delivery services or U.S. Postal Service, Return Receipt Requested, submit Form 470 to:

SLD – Form 470
C/o Ms. Smith
3833 Greenway Drive
Lawrence, Kansas 66046
(888) 203-8100

Content Last Modified: May 2, 2003

Need help? You can contact us toll free at 1-888-203-8100.
Our hours of operation are 8AM to 8PM, Eastern Time, Monday through Friday.
Aware of fraud, waste, and abuse, report it to our [Whistleblower Hotline!](#)

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